ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်
ခွင့်ပြုမိန့်

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
စာအမှတ် ၂၈၁၆-က
ရက်စွဲ ၁၃-၃-၂၀၁၄
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

ခွင့်ပြုမိန့်အမှတ် ၆၈၆ / ၂၀၁၄ ၂၀၁၄ ခုနှစ် မတ်လ ၁၃ ရက်

ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ဥပဒေပုဒ်မ ၁၃၊ ပုဒ်မခွဲ(ခ) အရ ဤခွင့်ပြုမိန့်ကို မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်က ထုတ်ပေးလိုက်သည် -

(က) ကမကထပြုသူ၏အမည် MR. NOBUYUKI MIYAZAKI

(ခ) နိုင်ငံသား JAPAN

(ဂ) နေရပ်လိပ်စာ ROOM 112, 4-46-11, IKEBUKURO HONMACHI, TOSHIMA KU, TOKYO, JAPAN

(ဃ) ပင်မအဖွဲ့အစည်းအမည်နှင့် လိပ်စာ INFLIGHT PRECISION INDUSTRIES LTD., UNIT B, 5/F, GOLDLION HOLDINGS CENTRE, 13-15 YUEN, SHUN CIRCUIT, SHATIN N.T, HONG KONG

(င) ဖွဲ့စည်းရာအရပ် HONG KONG

(စ) ရင်းနှီးမြှုပ်နှံသည့်လုပ်ငန်းအမျိုးအစား အီလက်ထရောနစ် အထောက်အကူပြုပစ္စည်းများ ထုတ်လုပ်ခြင်းနှင့် ရောင်းချခြင်းလုပ်ငန်း

(ဆ) ရင်းနှီးမြှုပ်နှံသည့်အရပ်ဒေသ(များ) မြေကွက်အမှတ် B-3၊ မင်္ဂလာဒုံစက်မှုဇုန်၊ မင်္ဂလာဒုံမြို့နယ်၊ ရန်ကုန်တိုင်း ဒေသကြီး

(ဇ) နိုင်ငံခြားမတည်ငွေရင်း ပမာဏ အမေရိကန်ဒေါ်လာ ၁၆.၉၇၀ သန်း

(ဈ) နိုင်ငံခြားမတည်ငွေရင်းယူဆောင်လာရမည့်ကာလ ခွင့်ပြုမိန့်ရရှိသည့်နေ့မှ (၂) နှစ်အတွင်း

(ည) စုစုပေါင်းမတည်ငွေရင်းပမာဏ(ကျပ်) အမေရိကန်ဒေါ်လာ ၁၆.၉၇၀ သန်း နှင့်ညီမျှသောမြန်မာကျပ်ငွေ

(ဋ) တည်ဆောက်မှုကာလ ၂ နှစ်

(ဌ) ရင်းနှီးမြှုပ်နှံခွင့်ပြုသည့် သက်တမ်း ၃၆ နှစ်

(ဍ) ရင်းနှီးမြှုပ်နှံမှုပုံစံ ရာခိုင်နှုန်းပြည့်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု

(ဎ) မြန်မာနိုင်ငံတွင် ဖွဲ့စည်းမည့် ကုမ္ပဏီအမည် IIDA ELECTRONICS (MYANMAR) CO., LTD.

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

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Form (2)

Sr No. 2816-a

Dated 13-3-2014

THE REPUBLIC OF THE UNION OF MYANMAR

The Myanmar Investment Commission

PERMIT

Permit No. 686/2014 Date 13 March 2014

The Myanmar Investment Commission issues this Permit under section 13(b) of the Republic of the Union of Myanmar Foreign Investment Law-

(a) Name of Investor/Promoter MR. NOBUYUKI MIYAZAKI

(b) Citizenship JAPAN

(c) Address ROOM 112, 4-46-11, IKEBUKURO HONMACHI, TOSHIMA KU, TOKYO, JAPAN

(d) Name and Address of principal organization INFLIGHT PRECISION INDUSTRIES LTD., UNIT B, 5/F, GOLDLION HOLDINGS CENTRE, 13-15 YUEN, SHUN CIRCUIT, SHATIN N.T, HONG KONG

(e) Place of incorporation HONG KONG

(f) Type of business in which investment is to be made MANUFACTURING OF ELECTRICAL COMPONENTS AND PCB UNITS

(g) Place(s) at which investment is permitted PLOT NO. B-3, MINGALADON INDUSTRIAL PARK, MINGALADON TOWNSHIP, YANGON REGION

(h) Amount of foreign capital US$ 16.970 MILLION

(i) Period for bringing in foreign capital WITHIN TWO YEARS FROM THE DATE OF ISSUANCE OF MIC PERMIT

(j) Total amount of capital (Kyat) EQUIVALENT IN KYAT OF US$ 16.970 MILLION

(k) Construction period 2 YEARS

(l) Permitted duration of investment 36 YEARS

(m) Form of investment WHOLLY FOREIGN OWNED INVESTMENT

(n) Name of company incorporated in Myanmar IIDA ELECTRONICS (MYANMAR) CO., LTD.

Chairman

The Myanmar Investment Commission

Confidential

O.C

THE REPUBLIC OF THE UNION OF MYANMAR

MYANMAR INVESTMENT COMMISSION

Building No.(32), Nay Pyi Taw

Our ref : DICA-1/FI-884/2014(2816-a)
Date : 13 March 2014

Tel: 067- 406334, 406075
Fax: 95-67-406333

Subject: **Decision of the Myanmar Investment Commission on the Proposal for "Manufacturing of Electrical Components and PCB Units" under the name of "IIDA Electronics (Myanmar) Co., Ltd."**

Reference: IIDA Electronics (Myanmar) Co., Ltd., Letter dated (13.9.2013).

1. The Myanmar Investment Commission, at its meeting (6/2014) held on (13-2-2014) had approved the proposal for investment in "Manufacturing of Electrical Components and PCB Units" under the name of "IIDA Electronics (Myanmar) Co., Ltd." submitted by Inflight Precision Industries Ltd. 99.98 %, IIDA Electronics (Tsusho) Co., Ltd. (0.01 %) and IIDA Electronics Co., Ltd. (0.01 %) from Japan as a wholly foreign owned investment.

2. Hence, the "Permit" is herewith issued in accordance with Chapter VII, section 13(b) of the Foreign Investment Law and Chapter VIII, Rule 49 of the Foreign Investment Rules relating to the Foreign Investment Law. Terms and conditions to the "Permit" are stated in the following paragraphs.

3. The permitted duration of the project shall be 36 (Thirty-six) years commencing from the date of signing of the Sub-Lease Agreement for land by mutual agreement between Mingaladon Industrial Park Co., Ltd. and IIDA Electronics (Myanmar) Co., Ltd.

4. IIDA Electronics (Myanmar) Co., Ltd. shall provide the Land Use Premium equivalent to the amount of US$ 1,439,766.72 (United States Dollar one million four hundred and thirty-nine thousand, seven hundred and sixty-six and seventy-two cent only) in favour of Mingaladon Industrial Park Co., Ltd. in three instalments as follow:-

(a) the first instalment of 10 % (Ten) percent of the Land Use Premium amounting to US$ 143,976.67 (United States Dollar one hundred and forty-three thousand, nine hundred and seventy-six and sixty-seven cent only) shall paid on the date of signing of Sub-Lease Agreement.

(b) the second instalment of 50 % (Fifty) percent of the Land Use Premium amounting to US$ 719,883.36 (United States Dollar seven hundred and nineteen thousand, eight hundred and eighty-three and thirty-six cent only) shall be paid to the Mingaladon Industrial Park Co., Ltd. within 30 (thirty) days after signing of Sub-Lease Agreement. If IIDA Electronics (Myanmar) Co., Ltd. fail to pay in stipulated period Mingaladon Industrial Park Co., Ltd. shall have the right to terminate the Sub-Lease Agreement at its own discretion and the first instalment shall be forfeited.

(c) the final instalment of 40 % (Forty) percent of the Land Use Premium amounting to US$ 575,906.69 (United States Dollar five hundred and seventy-five thousand, nine hundred and six and sixty-nine cent only) shall be paid to the Mingaladon Industrial Park Co., Ltd. by the IIDA Electronics (Myanmar) Co., Ltd. either within 4 (Four) months after signing of the Sub-Lease Agreement or upon the Mingaladon Industrial Park Co., Ltd. issuing of the receipt whichever comes earlier, failing which the Mingaladon Industrial Park Co., Ltd. shall have the right to terminate the Sub-Lease Agreement at its own discretion and the first instalment and the second instalment shall be forfeited.

5. The annual rent for the land shall be US$ 8,998.54 (United States Dollar eight thousand, nine hundred and ninety-eight and fifty-four cent only) for 36 years calculated at the rate of US$ 0.30 per square meter per year of the land measuring 29,995.14 square meter (7.412 acres). The rate of rent shall be revised in view of prevailing land lease rates after 5 (Five) years period and increase of the rate shall not be more than 15 % of the previous rate.

6. In issuing this "Permit," the Commission has granted, the followings, exemptions and reliefs as per Chapter XII, section 27(a),(h),(i) and (k) of the Foreign Investment Law. Other exemptions and reliefs under section 27 shall have to be applied upon the actual performance of the project;

(a) As per section-27(a), income tax exemption for a period of five consecutive years including the year of commencement on commercial operation;

(b) As per section-27(h), exemption or relief from custom duty or other internal taxes or both on machineries, equipments, instruments, machinery components, spare parts and materials used in the

business which are imported as they are actually required for used during the period of construction of business;

(c) As per section-27(i), exemption or relief from customs duty or other internal taxes or both on raw materials imported for production for the first three-year after the completion of construction of business;

(d)As per section-27(k), exemption or relief from commercial tax on the goods produced for export.

7. IIDA Electronics (Myanmar) Co., Ltd. shall have to sign the Sub-Lease Agreement with Mingaladon Industrial Park Co., Ltd. After signing the Agreement, (5) copies shall have to be forwarded to the Commission.

8. IIDA Electronics (Myanmar) Co., Ltd. in consultation with the Department of Company Registration, Directorate of Investment and Company Administration shall have to be registered. After registration, (5) copies each of Certificate of Incorporation and Memorandum and Articles of Association shall have to be forwarded to the Commission.

9. IIDA Electronics (Myanmar) Co., Ltd. shall use its best efforts for timely realization of works stated in the Proposal. If none of such works has been commenced within one year from the date of issue of this "Permit" it shall become null and void.

10. IIDA Electronics (Myanmar) Co., Ltd. has to abide by Chapter X, Rule 58 and 59 of the Foreign Investment Rules for construction period.

11. As per Chapter X, Rule 61 of the Foreign Investment Rules extension of construction period shall not be granted more than one except it is due to unavoidable events such as natural disasters, instability, riots, strikes, emergency of State condition, insurgency, and outbreak of wars.

12. As per Chapter X, Rule 63 of the Foreign Investment Rules, if the IIDA Electronics (Myanmar) Co., Ltd. cannot construct completely in time during the construction period or extension period, the Commission will have to withdrawthe permit issued to the investor and there is no refund for the expenses of the project.

13. The commercial date of operation shall be reported to the Commission.

14. IIDA Electronics (Myanmar) Co., Ltd. shall endeavour to meet the targets for production and export stated in the proposal as the minimum target.

15. The Commission approves periodical appointments of foreign experts and technicians from abroad as per proposal in accordance with Chapter XI, section 24 and section 25 of the Foreign Investment Law and IIDA Electronics (Myanmar) Co., Ltd. has to follow the existing Labour Laws for the recruitment of staff and labour in accordance with Chapter XIII ,Rule 84 of the Foreign Investment Rules.

16. In order to evaluate foreign capital and for the purpose of its registration in accordance with the provisions under Chapter XV, section 37 of the Foreign Investment Law, it is compulsory to report as early as possible in the following manner:-

(a) the amount of foreign currency brought into Myanmar, attached with the necessary documents issued by the respective bank where the account is opened and defined under Chapter XVI, Rule 134 and 135 of the Foreign Investment Rules;

(b) the detailed lists of the type and value of foreign capital defined under section 2(i) of the Foreign Investment Law, other than foreign currency.

17. Whenever IIDA Electronics (Myanmar) Co., Ltd. brings in foreign capital defined under Chapter I, section 2(i) of the Foreign Investment Law, other than foreign currency in the manner stated in paragraph 16(b) mentioned above, the Inspection Certificate endorsed and issued by an internationally recognized Inspection Firm with regard to quantity, quality and price of imported materials shall have to be attached.

18. IIDA Electronics (Myanmar) Co., Ltd. has the right to make account transfer and expend the foreign currency from his bank account in accordance with Chapter XVI, Rule 136 and for transfer of local currency generated from the business to the local currency account opened at the bank by a citizen or a citizen-owned business in the State and right to transfer back the equivalent amount of foreign currency from the foreign currency bank account of citizen or citizen-owned business by submitting the sufficient document in accordance with Chapter XVII, Rule 145 of the Foreign Investment Rules.

19. IIDA Electronics (Myanmar) Co., Ltd. shall report to the Commission for any alteration in the physical and financial plan of the project. Cost over run, over and above the investment amount pledged in both local and foreign currency shall have to be reported as early as possible.

20. IIDA Electronics (Myanmar) Co., Ltd. shall be responsible for the preservation of the environment at and around the area of the project site. In addition to this, it shall carry out as per instructions made by Ministry of Environmental Conservation and Forestry in which to conduct Initial Environmental Examination (IEE) process and an Environmental Management Plan (EMP) which describe the measure to be taken for preventing, mitigation and monitoring significant environmental impacts resulting from the implementation and operation of proposed project or business or activity has to be prepared and submitted, and to perform activities in accordance with this EMP and to abide by the environmental policy, Environmental Conservation Law and other environmental related rules and procedures.

21. IIDA Electronics (Myanmar) Co., Ltd. shall endeavour for fulfilling Corporate Social Responsibility (CSR) activities in Myanmar.

22. After getting permit from Myanmar Investment Commission, IIDA Electronics (Myanmar) Co., Ltd. shall have to be registered at the Directorate of Industrial Supervision and Inspection.

23. IIDA Electronics (Myanmar) Co., Ltd. shall have to abide by the Fire Services Department's rules, regulations, directives and instructions. Moreover, fire prevention measures shall have to undertake such as water storage tank, fire extinguishers and provide training to use the fire fighting equipments.

24. Payment of principal and interest of the loan as well as payment for import of raw materials and spare parts etc., shall be made from export earning and local sales of IIDA Electronics (Myanmar) Co., Ltd.

25. IIDA Electronics (Myanmar) Co., Ltd. in consultation with Myanma Insurance, shall effect such types of insurance defined under Chapter XII, Rules 79 and 80 of the Foreign Investment Rules.

WinShein

(Win Shein)
Chairman

IIDA Electronics (Myanmar) Co., Ltd.

C/O

Director General
Directorate of Human Settlement and Housing Development

cc:
1. Office of the Union Government of the Republic of the Union of Myanmar
2. Office of the Yangon Region Government
3. Ministry of National Planning and Economic Development
4. Ministry of Finance
5. Ministry of Commerce
6. Ministry of Industry
7. Ministry of Foreign Affairs
8. Ministry of Home Affairs
9. Ministry of Immigration and Population
10. Ministry of Labour, Employment and Social Security
11. Ministry of Environmental Conservation and Forestry
12. Ministry of Electric Power
13. Director General, Directorate of Investment and Company Administration
14. Director General, Directorate of Industrial Supervision and Inspection
15. Director General, Customs Department
16. Director General, Internal Revenue Department
17. Managing Director, Myanma Foreign Trade Bank
18. Managing Director, Myanma Investment and Commercial Bank
19. Managing Director, Myanma Insurance
20. Managing Director, Myanma Electric Power Enterprise
21. Director General, Directorate of Trade
22. Director General, Immigration and National Registration Department
23. Director General, Directorate of Labour
24. Director General, Department of Environmental Conservation
25. Director General, Fire Services Department
26. Chairman, Republic of the Union of Myanmar Federation of Chambers of Commerce and Industry (UMFCCI)

18/3/14

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
တိုင်းဒေသကြီးအစိုးရအဖွဲ့
ရန်ကုန်တိုင်းဒေသကြီး

စာအမှတ်၊ ၂ / ၃ - ၆ (၅) / စီးပွား
ရက် စွဲ ၊ ၂၀၁၃ ခုနှစ်၊ အောက်တိုဘာ လ ၁၄ ရက်

သို့

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
နေပြည်တော်

အကြောင်းအရာ ။ **သဘောထားမှတ်ချက်တောင်းခံခြင်းကိစ္စ**

ရည် ညွှန်း ချက်။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ၁၆. ၉. ၂၀၁၃ ရက်စွဲပါစာအမှတ်၊ ရက - ၁ / န - ၈၈၄ / ၂၀၁၃ (၁၆၅၉၃)

၁။ ဂျပန်နိုင်ငံ၊ တိုကျိုမြို့ရှိ Inflight Precision Industries Ltd. မှ မြန်မာနိုင်ငံတွင် IIDA Electronic (Myanmar) CO., Ltd တည်ထောင်၍ ရာခိုင်နှုန်းပြည့်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် မြေကွက်အမှတ် B-3၊ မင်္ဂလာဒုံစက်မှုဇုန်၊ မင်္ဂလာဒုံမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီးရှိ မြေ ၂၉,၉၉၅. ၁၄ စတုရန်းမီတာ (၇. ၄၁၂ ဧက)၌ အီလက်ထရောနစ်အထောက်အကူပြုပစ္စည်းများ ထုတ်လုပ်ခြင်းနှင့် ရောင်းချခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် လျှောက်ထားလာမှုအပေါ် အောက်ပါအချက်များအား သဘောထားမှတ်ချက် ပြန်ကြားပေးပါရန် ရည်ညွှန်းစာဖြင့် ညှိနှိုင်းအကြောင်းကြားလာခြင်းနှင့်ပတ်သက်၍ ကွင်းဆင်းစိစစ်မှုအရ အောက်ပါအတိုင်း သဘောထားမှတ်ချက် တင်ပြအပ်ပါသည် -

(က) ရင်းနှီးမြှုပ်နှံမှုပြုမည့်မြေနေရာသည် နောင်ပြုလုပ်မည့် (သို့မဟုတ်) လက်ရှိမြို့ပြစီမံကိန်းကို ထိခိုက်နိုင်ခြင်းမရှိပါ၊

(ခ) အဆိုပြုလုပ်ငန်းလည်ပတ်လုပ်ကိုင်ပါက ပြည်တွင်းအမှုထမ်း (၅၉၉)ဦး အလုပ်အကိုင် ရရှိမည်ဖြစ်သောကြောင့် မြို့နယ်ဒေသ အလုပ်အကိုင်အခွင့်အလမ်းနှင့် ဒေသစီးပွားရေး ဖွံ့ဖြိုးတိုးတက်မှုအတွက် အထောက်အကူဖြစ်စေပါသည်၊

(ဂ) အဆိုပြုလုပ်ငန်းလုပ်ကိုင်ရန်အတွက် မြေအသုံးချမှုပရီမီယံကြေး 48 $ / sq - m နှုန်း၊ Land Rent 0.3 $ / sq - m / yr နှုန်းဖြင့် M.I.P ထံမှ (၃၅)နှစ် ငှားရမ်းသုံးစွဲခြင်းအပေါ် ဒေသခံများက လူမှုရေး၊ စီးပွားရေး၊ သဘာဝပတ်ဝန်းကျင် ထိန်းသိမ်းမှုတို့အရ လက်ခံနိုင်ခြင်းရှိပါသည်၊

(ဃ) အဆိုပြုလုပ်ငန်းလုပ်ကိုင်ရာတွင် သဘာဝပတ်ဝန်းကျင်အား ထိခိုက်မှုမရှိစေရန် စီမံဆောင်ရွက်မည်ဟု တင်ပြထားပါသည်။

၂။ အထက်ဖော်ပြပါအချက်များကြောင့် (၁၀. ၁၀. ၂၀၁၃) ရက်နေ့တွင် ကျင်းပပြုလုပ်သော ရန်ကုန်တိုင်းဒေသကြီးအစိုးရအဖွဲ့ အစည်းအဝေးအမှတ်စဉ် (၄၁/၂၀၁၃)၊ ဆုံးဖြတ်ချက်အပိုဒ် (၄၆)အရ IIDA Electronic (Myanmar) CO., Ltd တည်ထောင်၍ ရာခိုင်နှုန်းပြည့်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု လုပ်ငန်းသစ် ဆောင်ရွက်မှုအား ခွင့်ပြုသင့်ပါကြောင်း ထောက်ခံတင်ပြအပ်ပါသည်။

(မြင့်ဆွေ)
ဝန်ကြီးချုပ်

မိတ္တူကို

ရန်ကုန်တိုင်းဒေသကြီးသစ်တောနှင့်စွမ်းအင်ဝန်ကြီး
ရန်ကုန်မြောက်ပိုင်းခရိုင်အထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာနအုပ်ချုပ်ရေးမှူးရုံး
မင်္ဂလာဒုံမြို့နယ်အထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာနအုပ်ချုပ်ရေးမှူးရုံး
✓ IIDA Electronic (Myanmar) CO., Ltd
လက်ခံစာတွဲ/မျှောစာတွဲ

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့်သစ်တောရေးရာဝန်ကြီးဌာန
ပြည်ထောင်စုဝန်ကြီးရုံး

M.2940
10/10

စာအမှတ် ၂/၂၂၀(ခ)(၆)/(၉၈၆၅ /၂၀၁၃)
ရက်စွဲ ၂၀၁၃ခုနှစ်၊အောက်တိုဘာလ ၉ ရက်

သို့

✓ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ <u>IIDA Electronic (Myanmar) Co.,Ltd မှ အီလက်ထရောနစ် အထောက်အကူပြုပစ္စည်းများ ထုတ်လုပ်ခြင်းနှင့် ရောင်းချခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် အဆိုပြုတင်ပြလာခြင်းကိစ္စ</u>

ရည် ညွှန်း ချက် ။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင် ၁၆-၉-၂၀၁၃ ရက်စွဲပါစာအမှတ်- ရက - ၁ / န - ၈၈၄ / ၂၀၁၃ (၁၆၅၉၄)

၁။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ ဂျပန်နိုင်ငံ၊ တိုကျိုမြို့ရှိ Inflight Precision Industries Ltd မှ မြန်မာနိုင်ငံတွင် IIDA Electronic (Myanmar) Co.,Ltd တည်ထောင်ကာ ရာခိုင်နှုန်းပြည့်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် ရန်ကုန်တိုင်းဒေသကြီး၊ မင်္ဂလာဒုံမြို့နယ်၊ မင်္ဂလာဒုံ စက်မှုဇုန်၊ မြေကွက်အမှတ် B-3 ရှိ မြေ (၇.၄၁၂) ဧကပေါ်၌ စက်ရုံတည်ဆောက်ပြီး အီလက်ထရောနစ် အထောက်အကူပြုပစ္စည်းများ တပ်ဆင်ထုတ်လုပ်ရောင်းချသည့်လုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုရန် ကိစ္စနှင့်စပ်လျဉ်း၍ သဘာဝပတ်ဝန်းကျင်ထိခိုက်မှု ရှိ-မရှိ ကို စိစစ်ပြီး ဌာနဆိုင်ရာသဘောထား မှတ်ချက်ကို ပြန်ကြားအပ်ပါသည်။

၂။ ပူးတွဲပေးပို့လာသည့်အဆိုပြုလွှာတွင် ကုမ္ပဏီအနေဖြင့် ဂျပန်နိုင်ငံရှိ အီလက်ထရောနစ် ပစ္စည်းများ ထုတ်လုပ်ရောင်းချသည့် အဓိကကုမ္ပဏီကြီးဖြစ်သော Sharp၊ Canon စသည့် ကုမ္ပဏီ များအတွက် လိုအပ်သော Sensor၊ PCB Unit စသည့် အီလက်ထရောနစ် အထောက်အကူပြု ပစ္စည်းများအား ပြည်ပမှဝယ်ယူ၍ ပြည်တွင်း၌တပ်ဆင်ထုတ်လုပ်သွားမည်ဖြစ်ပြီး ထုတ်ကုန်များ အား ပြည်တွင်း၌ (၁၀%) နှင့် အများစုအား ပြည်ပတင်ပို့ရောင်းချသွားမည် ဖြစ်ကြောင်း၊ အီလက်ထရောနစ်ပစ္စည်းအစိတ်အပိုင်းငယ်များ တပ်ဆင်ထုတ်လုပ်မှုလုပ်ငန်းစဉ်၊ ဝန်ထမ်းများ လုပ်ငန်းခွင်သာယာရေးနှင့် သက်သာချောင်ချိရေးအစီအစဉ်၊ မီးဘေးကာကွယ်ရေးအစီအစဉ်များ နှင့်အတူ အဆိုပြုလုပ်ငန်းကြောင့် ဘေးထွက်စွန့်ပစ်အညစ်အကြေး အနည်းဆုံးဖြစ်စေရေးနှင့်

ထုတ်ကုန်ပစ္စည်းများထုတ်ပိုးရာတွင် Recycling Paper နှင့် Backing Paper များကို အသုံးပြုမည်ဖြစ်ပြီး စက်ရုံအတွင်း ရေသန့်စက်များနှင့် ရေဆိုးသန့်စင်မှုနည်းစနစ်များကို တပ်ဆင်အသုံးပြုသွားမည်ဖြစ်ကြောင်း ဖော်ပြထားပြီး စွန့်ပစ်ပစ္စည်းများအား ပြန်လည်အသုံးပြုမည့်အစီအစဉ်၊ ပတ်ဝန်းကျင်ညစ်ညမ်းမှုမရှိစေရန် စနစ်တကျထိန်းသိမ်းဆောင်ရွက်မည့် အသေးစိတ်အစီအစဉ်နှင့် စီမံချက်များ ထည့်သွင်းဖော်ပြထားခြင်းမရှိသည်ကို စိစစ်တွေ့ရှိရပါ သည်။

၃။ အဆိုပြုလုပ်ငန်းကြောင့် ပတ်ဝန်းကျင်အပေါ်ထိခိုက်နိုင်မှုအနေဖြင့် စက်ရုံအဆောက်အဦနှင့် ထမင်းစားဆောင်များ ဆောက်လုပ်ရာမှထွက်ရှိလာမည့် ဆောက်လုပ်ရေးလုပ်ငန်းသုံးဖုန်မှုန့်များ၊ လုပ်ငန်းသုံး ယာဉ်/ ယန္တယားများမှ ထွက်ရှိလာမည့် ဆူညံသံ၊ စက်ဆီနှင့်ချောဆီများ၊ ထုတ်လွှတ်အခိုးအငွေ့များနှင့် ဆောက်လုပ်ရေးလုပ်ငန်းသုံး ကုန်ပစ္စည်းများ သယ်ယူ၊ ပို့ဆောင်၊ သိုလှောင်ခြင်း၊ မတော်တဆဖိတ်စင်ခြင်းကြောင့် ပတ်ဝန်းကျင်မြေထု၊ လေထုနှင့်အသံညစ်ညမ်းနိုင်ခြင်း၊ အီလက်ထရောနစ်အစိတ်အပိုင်းငယ်များတပ်ဆင်ရာမှ ထွက်ရှိလာမည့် ဘေးထွက်ပစ္စည်းများအား စနစ်တကျမစွန့်ပစ်ပါက ပတ်ဝန်းကျင်မြေထုညစ်ညမ်းနိုင်ခြင်း၊ လုပ်ငန်းသဘာဝအရ အီလက်ထရောနစ် အစိတ်အပိုင်းငယ်များတပ်ဆင်သည့် လုပ်ငန်းအဆင့်တိုင်းတွင် စက်ပစ္စည်းများကို အသုံးပြုတပ်ဆင်မည်ဖြစ်၍ ဆူညံသံများကြောင့် အသံညစ်ညမ်းနိုင်ခြင်း၊ စက်ရုံမှ ထွက်ရှိလာမည့် မိလ္လာနှင့်စွန့်ပစ်ရေဆိုးများအား စနစ်တကျမစွန့်ပစ်ပါက ပတ်ဝန်းကျင်ရေထု ညစ်ညမ်းနိုင်ခြင်းများ ဖြစ်ပေါ်နိုင်ပါသည်။

၄။ သို့ဖြစ်ပါ၍ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ ဂျပန်နိုင်ငံ၊ တိုကျိုမြို့ရှိ Inflight Precision Industries Ltd မှ မြန်မာနိုင်ငံတွင် IIDA Electronic (Myanmar) Co.,Ltd တည်ထောင်ကာ ရာခိုင်နှုန်းပြည့်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် ရန်ကုန်တိုင်းဒေသကြီး၊ မင်္ဂလာဒုံမြို့နယ်၊ မင်္ဂလာဒုံစက်မှုဇုန်၊ မြေကွက်အမှတ် B-3 ရှိ မြေ (၇.၄၁၂) ဧကပေါ်၌ စက်ရုံတည်ဆောက်ပြီး အီလက်ထရောနစ် အထောက်အကူပြုပစ္စည်းများ တပ်ဆင်ထုတ်လုပ်ရောင်းချသည့်လုပ်ငန်းဆောင်ရွက်ခွင့်ပြုရန်ကိစ္စနှင့်စပ်လျဉ်း၍ အောက်ပါအတိုင်း သဘောထားမှတ်ချက်ပြန်ကြားအပ်ပါသည်-

(က) စက်ရုံနှင့် ဆက်စပ်အဆောက်အဦများ တည်ဆောက်နေစဉ် ကာလအတွင်း တည်ဆောက်ရေး လုပ်ငန်းစဉ်အဆင့်တိုင်း၌ ရေ၊ မြေ၊ လေ၊ အသံ စသော ပတ်ဝန်းကျင်ကို ညစ်ညမ်းမှု အနည်းဆုံးဖြစ်စေမည့် တည်ဆောက်မှုနည်းစနစ်များကို အသုံးပြုရန်၊

(ခ) အီလက်ထရောနစ်စက်ပစ္စည်းအစိတ်အပိုင်းငယ်များ တပ်ဆင်ခြင်းလုပ်ငန်းဆောင်ရွက်ရာတွင် ပတ်ဝန်းကျင်ကိုထိခိုက်မှုအနည်းဆုံးဖြစ်စေမည့် စက်ကိရိယာများ၊ ကုန်ထုတ်လုပ်မှုနည်းပညာများ အသုံးပြုရန်နှင့် မီးလောင်ပေါက်ကွဲစေတတ်သော ဓာတုဗေဒကုန်ကြမ်းပစ္စည်းများ သုံးစွဲရပါက ကုန်ကြမ်း/ ချောသိုလှောင်ရုံများ သီးခြားခွဲ၍တည်ဆောက်ပြီး စနစ်တကျ သိမ်းဆည်းမည့်အစီအမံများ ရေးဆွဲထားရန်၊

(ဂ) လုပ်ငန်းမှထွက်ရှိလာမည့် စွန့်ပစ်ပစ္စည်းနှင့် စွန့်ပစ်အရည်များအား အနီးရှိမြစ်၊ ချောင်းများအတွင်းသို့ တိုက်ရိုက်မစွန့်ပစ်ဘဲ စက်မှုဝန်ကြီးဌာနမှ ပြဌာန်းထားသော စံချိန်၊ စံညွှန်း ထိ ရောက်အောင် သန့်စင်ပြီးမှစွန့်ပစ်ရန်၊

(ဃ) အဆိုပြုလုပ်ငန်းကြောင့် ပတ်ဝန်းကျင်ထိခိုက်မှု အနည်းဆုံးဖြစ်စေရေးအတွက် ပတ်ဝန်းကျင် ဆိုင်ရာ စီမံခန့်ခွဲမှုစီမံချက် (Environmental Management Plan-EMP) ရေးဆွဲပြုစုတင်ပြစေပြီး စီမံချက်ပါအတိုင်း အကောင်အထည်ဖော်ဆောင်ရွက်ရန်၊

(င) ပတ်ဝန်းကျင်ထိန်းသိမ်းရေး ဥပဒေပြဌာန်းချက်များနှင့် ဆက်လက်ထုတ်ပြန်ပြဌာန်းမည့် ပတ်ဝန်းကျင်ထိန်းသိမ်းရေး နည်းဥပဒေများ၊ ယင်းဥပဒေ၊ နည်းဥပဒေများအရ ဆက်လက်သတ်မှတ်ထုတ်ပြန်သွားမည့် စံချိန်စံညွှန်းများ၊ စည်းမျဉ်းစည်းကမ်းများအား လိုက်နာဆောင်ရွက်သွားရန်။

ပြည်ထောင်စုဝန်ကြီး(ကိုယ်စား)
(မျိုး ဝင်း ၊ ရုံး အ ဖွဲ့ မှူး)

မိတ္တူ - ညွှန်ကြားရေးမှူးချုပ်၊ ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန
- ညွှန်ကြားရေးမှူးချုပ်၊ ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဦးစီးဌာန

စက်မှုဝန်ကြီးဌာန

M-2957
4.10.2013

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
စက်မှုဝန်ကြီးဌာန

စာအမှတ်၊ ၁၃- စမ(၂) ၂၀၁၃ - ၂၀၁၄ (၃၄၅၂)
ရက်စွဲ ၊ ၂၀၁၃ ခုနှစ်၊ အောက်တိုဘာလ ၁ ရက်

သို့

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်ရုံး

အကြောင်းအရာ။ **သဘောထားမှတ်ချက်ပြန်ကြားခြင်း**

ရည် ညွှန်း ချက်။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ၁၆.၉.၂၀၁၃ ရက်စွဲပါ စာအမှတ်၊ ရက-၁/န-၈၈၄/၂၀၁၃(၁၆၅၉၅)

၁။ ဂျပန်နိုင်ငံ၊ တိုကျိုမြို့ရှိ Inflight Precision Industries Ltd. မှ မြန်မာနိုင်ငံတွင် IIDA Electronic (Myanmar) Co.,Ltd တည်ထောင်၍ ရာခိုင်နှုန်းပြည့်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် ရန်ကုန်တိုင်းဒေသကြီး၊ မင်္ဂလာဒုံမြို့နယ်၊ မင်္ဂလာဒုံစက်မှုဇုန်၊ မြေကွက်အမှတ် B-3 တွင် အီလက်ထရောနစ်အထောက်အကူပြုပစ္စည်းများထုတ်လုပ်ခြင်းနှင့် ရောင်းချခြင်းလုပ်ငန်းကို နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဥပဒေနှင့်အညီ ဆောင်ရွက်ခွင့်ပြုပါရန် တင်ပြလာခြင်းအပေါ် သဘောထားမှတ်ချက်ပြန်ကြားပေးပါရန် ရည်ညွှန်းချက်ပါစာဖြင့် ညှိနှိုင်းမေတ္တာရပ်ခံလာပါသည်။

၂။ အဆိုပါ IIDA Electronic (Myanmar) Co.,Ltd သည် ရာနှုန်းပြည့်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် ကုန်ကြမ်းပစ္စည်းများအား ပြည်ပမှတင်သွင်းပြီး အဆိုပြုလုပ်ငန်းအတွက် ယင်းကုမ္ပဏီမှ ထုတ်ကုန်ပစ္စည်းများ၏ နိုင်ငံတကာစံအရည်အသွေးပြည့်မီသည့် စမ်းသပ်စစ်ဆေးမှုများ၊ စစ်ဆေးချက်လက်မှတ်များ၊ ထုတ်ကုန်ပစ္စည်းများ ထုတ်လုပ်ခြင်းဆိုင်ရာတို့ဆောင်ရွက်မည်ဖြစ်ကြောင်း စိစစ်တွေ့ရှိရပါသည်။

၃။ သို့ပါ၍ IIDA Electronic (Myanmar) Co.,Ltd မှ အီလက်ထရောနစ် အထောက်အကူပြုပစ္စည်းများထုတ်လုပ်ခြင်းနှင့် ရောင်းချခြင်းလုပ်ငန်းဆောင်ရွက်ရာတွင် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဥပဒေ၊ တည်ဆဲဥပဒေလုပ်ထုံးလုပ်နည်းများနှင့်ညီညွတ်ပါက ဤဝန်ကြီးဌာနအနေဖြင့် ကန့်ကွက်ရန်မရှိပါကြောင်း ပြန်ကြားအပ်ပါသည်။

ပြည်ထောင်စုဝန်ကြီး(ကိုယ်စား)
(သွင်မြင့်မောင်၊ ညွှန်ကြားရေးမှူးချုပ်)

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မိတ္တူကို

စက်မှုကြီးကြပ်ရေးနှင့်စစ်ဆေးရေးဦးစီးဌာန

အမှတ်(၁)အကြီးစားစက်မှုလုပ်ငန်း

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့်သစ်တောရေးရာဝန်ကြီးဌာန
ပြည်ထောင်စုဝန်ကြီးရုံး

စာအမှတ် ၂/၂၂၀(ခ)(၆)/(၄၈၅၅ /၂၀၁၃)
ရက်စွဲ ၂၀၁၃ခုနှစ်၊အောက်တိုဘာလ ၉ ရက်

သို့

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ IIDA Electronic (Myanmar) Co.,Ltd မှ အီလက်ထရောနစ် အထောက်အကူပြုပစ္စည်းများ ထုတ်လုပ်ခြင်းနှင့် ရောင်းချခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် အဆိုပြုတင်ပြလာခြင်းကိစ္စ

ရည် ညွှန်း ချက် ။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင် ၁၆-၉-၂၀၁၃ ရက်စွဲပါစာအမှတ်-ရက - ၁ / န - ၈၈၄ / ၂၀၁၃ (၁၆၅၉၄)

၁။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ ဂျပန်နိုင်ငံ၊ တိုကျိုမြို့ရှိ Inflight Precision Industries Ltd မှ မြန်မာနိုင်ငံတွင် IIDA Electronic (Myanmar) Co.,Ltd တည်ထောင်ကာ ရာခိုင်နှုန်းပြည့်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် ရန်ကုန်တိုင်းဒေသကြီး၊ မင်္ဂလာဒုံမြို့နယ်၊ မင်္ဂလာဒုံစက်မှုဇုန်၊ မြေကွက်အမှတ် B-3 ရှိ မြေ (၇.၄၁၂) ဧကပေါ်၌ စက်ရုံတည်ဆောက်ပြီး အီလက်ထရောနစ် အထောက်အကူပြုပစ္စည်းများ တပ်ဆင်ထုတ်လုပ်ရောင်းချသည့်လုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုရန် ကိစ္စနှင့်စပ်လျဉ်း၍ သဘာဝပတ်ဝန်းကျင်ထိခိုက်မှု ရှိ-မရှိ ကို စိစစ်ပြီး ဌာနဆိုင်ရာသဘောထားမှတ်ချက်ကို ပြန်ကြားအပ်ပါသည်။

၂။ ပူးတွဲပေးပို့လာသည့်အဆိုပြုလွှာတွင် ကုမ္ပဏီအနေဖြင့် ဂျပန်နိုင်ငံရှိ အီလက်ထရောနစ်ပစ္စည်းများ ထုတ်လုပ်ရောင်းချသည့် အဓိကကုမ္ပဏီကြီးဖြစ်သော Sharp၊ Canon စသည့် ကုမ္ပဏီများအတွက် လိုအပ်သော Sensor၊ PCB Unit စသည့် အီလက်ထရောနစ် အထောက်အကူပြုပစ္စည်းများအား ပြည်ပမှဝယ်ယူ၍ ပြည်တွင်း၌တပ်ဆင်ထုတ်လုပ်သွားမည်ဖြစ်ပြီး ထုတ်ကုန်များအား ပြည်တွင်း၌ (၁၀%) နှင့် အများစုအား ပြည်ပတင်ပို့ရောင်းချသွားမည် ဖြစ်ကြောင်း၊ အီလက်ထရောနစ်ပစ္စည်းအစိတ်အပိုင်းငယ်များ တပ်ဆင်ထုတ်လုပ်မှုလုပ်ငန်းစဉ်၊ ဝန်ထမ်းများလုပ်ငန်းခွင်သာယာရေးနှင့် သက်သာချောင်ချိရေးအစီအစဉ်၊ မီးဘေးကာကွယ်ရေးအစီအစဉ်များနှင့်အတူ အဆိုပြုလုပ်ငန်းကြောင့် ဘေးထွက်စွန့်ပစ်အညစ်အကြေး အနည်းဆုံးဖြစ်စေရေးနှင့်

ထုတ်ကုန်ပစ္စည်းများထုတ်ပိုးရာတွင် Recycling Paper နှင့် Backing Paper များကို အသုံးပြုမည်ဖြစ်ပြီး စက်ရုံအတွင်း ရေသန့်စက်များနှင့် ရေဆိုးသန့်စင်မှုနည်းစနစ်များကို တပ်ဆင်အသုံးပြုသွားမည်ဖြစ်ကြောင်း ဖော်ပြထားပြီး စွန့်ပစ်ပစ္စည်းများအား ပြန်လည်အသုံးပြုမည့်အစီအစဉ်၊ ပတ်ဝန်းကျင်ညစ်ညမ်းမှုမရှိစေရန် စနစ်တကျထိန်းသိမ်းဆောင်ရွက်မည့် အသေးစိတ်အစီအစဉ်နှင့် စီမံချက်များ ထည့်သွင်းဖော်ပြထားခြင်းမရှိသည်ကို စိစစ်တွေ့ရှိရပါသည်။ Recycling

၃။ အဆိုပြုလုပ်ငန်းကြောင့် ပတ်ဝန်းကျင်အပေါ်ထိခိုက်နိုင်မှုအနေဖြင့် စက်ရုံအဆောက်အဦနှင့် ထမင်းစားဆောင်များ ဆောက်လုပ်ရာမှထွက်ရှိလာမည့် ဆောက်လုပ်ရေးလုပ်ငန်းသုံးဖုန်မှုန့်များ၊ လုပ်ငန်းသုံး ယာဉ်/ ယန္တယားများမှ ထွက်ရှိလာမည့် ဆူညံသံ၊ စက်ဆီနှင့်ချောဆီများ၊ ထုတ်လွှတ်အခိုးအငွေ့များနှင့် ဆောက်လုပ်ရေးလုပ်ငန်းသုံး ကုန်ပစ္စည်းများ သယ်ယူ၊ ပို့ဆောင်၊ သိုလှောင်ခြင်း၊ မတော်တဆဖိတ်စင်ခြင်းကြောင့် ပတ်ဝန်းကျင်မြေထု၊ လေထုနှင့်အသံညစ်ညမ်းနိုင်ခြင်း၊ အီလက်ထရောနစ်အစိတ်အပိုင်းငယ်များတပ်ဆင်ရာမှ ထွက်ရှိလာမည့် ဘေးထွက်ပစ္စည်းများအား စနစ်တကျမစွန့်ပစ်ပါက ပတ်ဝန်းကျင်မြေထုညစ်ညမ်းနိုင်ခြင်း၊ လုပ်ငန်းသဘာဝအရ အီလက်ထရောနစ် အစိတ်အပိုင်းငယ်များတပ်ဆင်သည့် လုပ်ငန်းအဆင့်တိုင်းတွင် စက်ပစ္စည်းများကို အသုံးပြုတပ်ဆင်မည်ဖြစ်၍ ဆူညံသံများကြောင့် အသံညစ်ညမ်းနိုင်ခြင်း၊ စက်ရုံမှ ထွက်ရှိလာမည့် မိလ္လာနှင့်စွန့်ပစ်ရေဆိုးများအား စနစ်တကျမစွန့်ပစ်ပါက ပတ်ဝန်းကျင်ရေထု ညစ်ညမ်းနိုင်ခြင်းများ ဖြစ်ပေါ်နိုင်ပါသည်။

၄။ သို့ဖြစ်ပါ၍ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ ဂျပန်နိုင်ငံ၊ တိုကျိုမြို့ရှိ Inflight Precision Industries Ltd မှ မြန်မာနိုင်ငံတွင် IIDA Electronic (Myanmar) Co.,Ltd တည်ထောင်ကာ ရာခိုင်နှုန်းပြည့်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် ရန်ကုန်တိုင်းဒေသကြီး၊ မင်္ဂလာဒုံမြို့နယ်၊ မင်္ဂလာဒုံစက်မှုဇုန်၊ မြေကွက်အမှတ် B-3 ရှိ မြေ (၇.၄၁၂) ဧကပေါ်၌ စက်ရုံတည်ဆောက်ပြီး အီလက်ထရောနစ် အထောက်အကူပြုပစ္စည်းများ တပ်ဆင်ထုတ်လုပ်ရောင်းချသည့်လုပ်ငန်းဆောင်ရွက်ခွင့်ပြုရန်ကိစ္စနှင့်စပ်လျဉ်း၍ အောက်ပါအတိုင်း သဘောထားမှတ်ချက်ပြန်ကြားအပ်ပါသည်-

(က) စက်ရုံနှင့် ဆက်စပ်အဆောက်အဦများ တည်ဆောက်နေစဉ် ကာလအတွင်း တည်ဆောက်ရေး လုပ်ငန်းစဉ်အဆင့်တိုင်း၌ ရေ၊ မြေ၊ လေ၊ အသံ စသော ပတ်ဝန်းကျင်ကို ညစ်ညမ်းမှု အနည်းဆုံးဖြစ်စေမည့် တည်ဆောက်မှုနည်းစနစ်များကို အသုံးပြုရန်၊

(ခ) အီလက်ထရောနစ်စက်ပစ္စည်းအစိတ်အပိုင်းငယ်များ တပ်ဆင်ခြင်းလုပ်ငန်း ဆောင်ရွက်ရာတွင် ပတ်ဝန်းကျင်ကိုထိခိုက်မှုအနည်းဆုံးဖြစ်စေမည့် စက်ကိရိယာ (4) များ၊ ကုန်ထုတ်လုပ်မှုနည်းပညာများ အသုံးပြုရန်နှင့် မီးလောင်ပေါက်ကွဲစေတတ်သော ဓာတုဗေဒကုန်ကြမ်းပစ္စည်းများ သုံးစွဲရပါက ကုန်ကြမ်း/ ချော သိုလှောင်ရုံများ သီးခြားခွဲ၍တည်ဆောက်ပြီး စနစ်တကျ သိမ်းဆည်းမည့် အစီအမံများ ရေးဆွဲထားရန်၊ (5)

(ဂ) လုပ်ငန်းမှထွက်ရှိလာမည့် စွန့်ပစ်ပစ္စည်းနှင့် စွန့်ပစ်အရည်များအား အနီးရှိ မြစ်၊ ချောင်းများအတွင်းသို့ တိုက်ရိုက်မစွန့်ပစ်ဘဲ စက်မှုဝန်ကြီးဌာနမှ ပြဋ္ဌာန်းထားသော စံချိန်၊ စံညွှန်း ထိ ရောက်အောင် သန့်စင်ပြီးမှစွန့်ပစ်ရန်၊ (3)

Ministry of Industry Standard

(ဃ) အဆိုပြုလုပ်ငန်းကြောင့် ပတ်ဝန်းကျင်ထိခိုက်မှု အနည်းဆုံးဖြစ်စေရေးအတွက် ပတ်ဝန်းကျင် ဆိုင်ရာ စီမံခန့်ခွဲမှုစီမံချက် (Environmental Management Plan-EMP) ရေးဆွဲပြုစုတင်ပြစေပြီး စီမံချက်ပါအတိုင်း အကောင်အထည် ဖော်ဆောင်ရွက်ရန်၊ (6)

(င) ပတ်ဝန်းကျင်ထိန်းသိမ်းရေး ဥပဒေပြဋ္ဌာန်းချက်များနှင့် ဆက်လက်ထုတ်ပြန် ပြဋ္ဌာန်းမည့် ပတ်ဝန်းကျင်ထိန်းသိမ်းရေး နည်းဥပဒေများ၊ ယင်းဥပဒေ၊ နည်း ဥပဒေများအရ ဆက်လက်သတ်မှတ်ထုတ်ပြန်သွားမည့် စံချိန်စံညွှန်းများ၊ စည်းမျဉ်းစည်းကမ်းများအား လိုက်နာဆောင်ရွက်သွားရန်။ General

ပြည်ထောင်စုဝန်ကြီး(ကိုယ်စား)
(မျိုး ဝင်း ၊ ရုံး အ ဖွဲ့ မှူး)

မိတ္တူ - ညွှန်ကြားရေးမှူးချုပ်၊ ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန
- ညွှန်ကြားရေးမှူးချုပ်၊ ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဦးစီးဌာန

INFLIGHT PRECISION INDUSTRIES LTD.
航 天 精 密 工 業 有 限 公 司
香港新界沙田源順圍 13–15 號金利來集團中心五樓 B 室
UNIT B, 5/F, GOLDLION HOLDINGS CENTER,
13-15 YUEN SHUN CIRCUIT, SHATIN N.T., HONG KONG

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

ရက်စွဲ။ .၁၀.၂၀၁၃

အကြောင်းအရာ။ ။ လိုအပ်ချက်များ ကိုပြင်ဆင်ပေးပို့ခြင်း။

ရည်ညွှန်းချက်။ ။ ပတ်ဝန်းကျင် ထိန်းသိမ်းရေးနှင့် သစ်တောရေးရာဝန်ကြီးဌာန၊ ပြည်ထောင်စု ဝန်ကြီးရုံး၏ စာမှတ်၊၂/၂၂(ခ)(၆) /(၆၉၆၅/၂၀၁၃)၊ ရက်စွဲ ၊၂၀၁၃ ခုနှစ်၊ အောက်တိုဘာလ (၉) ရက်နေ့ပါစာအရ။

အထက်ပါအကြောင်းအရာကိစ္စနှင့်ပက်သက်၍ ကျွန်တော်များ IIDA Electronics (Myanmar) Co., Ltd သည် ပတ်ဝန်းကျင် ထိန်းသိမ်းရေးနှင့် သစ်တောရေးရာဝန်ကြီးဌာန၊ ပြည်ထောင်စု ဝန်ကြီးရုံး၏ စာမှတ်၊၂/၂၂(ခ)(၆) /(၆၉၆၅/၂၀၁၃)၊ ရက်စွဲ ၊၂၀၁၃ ခုနှစ်၊ အောက်တိုဘာလ (၉) ရက်နေ့ပါစာအရ အဆိုပြုလွှာ ကို ပြင်ဆင်ပြီးပြန်လည်ပေးပို့တင်ပြအပ်ပါသည်။

လေးစားစွာဖြင့်

N. Miyazaki

Mr. Nobuyuki Miyazaki

Director

IIDA ELECTRONICS (MYANMAR) CO., LTD. Environment Management Plan

19/OCT/2013 UPDATE

Introduction

We manage our activities to control environment impact.

We comply the current and future environmental standards, rules and regulations.

1. Environment Management plan during the facilities construction phase

(1) We design and implement the construction on the land in compliance with regulations on building setback line, building coverage, building height control and green open spaces in accordance with Mingaladon Industrial Park rule.

(2) We design and implement the construction of roads, parking and cargo handling areas in accordance with the prevailing pavement standards in the Union of Myanmar.

(3) We take proper measures necessary to prevent from noise, vibration and soil dust.

(4) We plant properly in all green open spaces with trees, shrubs and grass.

(5) We monitor noise and air quality resulting construction, in order to confirm compliance with quality standards determined by Mingaladon Industrial Park and/or Government.

(6) Before start construction, we discuss and check our construction plan with Mingaladon Industrial Park.

(7) We choose our contractor which can abide by our rule.

(8) During construction period, we control our contractor to satisfy construction code issued by Mingaladon Industrial Park.

2. Environment Management plan during the industrial operation phase

(1) We process waste gas, offensive smell and the prevention/reduction of noise in accordance with the requirements of Mingaladon Industrial Park and/or Government.

(2) We process waste water in accordance with the requirements of Mingaladon Industrial Park and/or Government.

(3) We manage Toxic and/or Hazardous Substances in accordance with the requirements of Mingaladon Industrial Park and/or Government.

(4) We monitor the results of waste gas and noise prevention/reduction management and report the results to Mingaladon Industrial Park once a month.

(5) We monitor the function of all drainage, - waste water, sewerage and rainwater - , once a month.

(6) We monitor the result of garbage disposal management in order to ensure good sanitation once a month.

(7) We monitor the result of temporary handling of toxic and/or hazardous substances, if any, and report the result to Mingaladon Industrial Park once a month.

(8) We monitor the maintenance of vegetation in the green open space regularly in order to retain its good condition.

3. Environment Management in the facilities

3-1. Dining Hall

We provide dining hall for employees.

3-2. Sanitary

We provide enough number of sanitary facilities in accordance with Mingaladon Industrial Park rules.

3-3. Air conditioning

(1) We provide air ventilation and/or air conditioner in accordance with Mingaladon Industrial Park rules.

(2) We install temperature and humidity sensor and air conditioner to control temperature and humidity properly in factory.

(3) Some SMT equipment creates heat air, though it is clean air, and we install duct from

equipment to out of building to keep temperature properly in factory.

3-4. Generator room

(1)We build a small building as generator room to prevent generator's noise from spreading.

(2)We use soundproof material in generator room.

4. Dispose waste

4-1. Garbage

(1) The collection of garbage is carried out by a garbage disposal contractor in co-operation with the YCDC.

(2) Garbage produced by us is collected and transported to the final garbage dump located outside of Mingaladon Industrial Park by the garbage disposal contractor.

(3) We do not burn any garbage in our site.

(4) Garbage containers are placed in our site. They are properly protected and easily emptied by the garbage disposal contractor.

(5) We are responsible for the sanitary condition of its garbage containers.

4-2. Handling of toxic and hazardous substances

If we produce toxic and hazardous substance – though we do not have such production line - , we are responsible for the handling of such substances in accordance with Mingaladon Industrial Park rule.

4-3. Waste water sewer system

(1) We install waste water sewer system in accordance with waste water quality standards required by Mingaladon Industrial Park rule.

(2) Sewage of waste water is by proper material, for example concrete pipes or PVC pipes.

(3) Our domestic waste water sewer line connects to estate waste water sewer line to run waste water.

(4) We build primary waste water treatment plant and monitoring pit in our site.

(5) We report result of waste water quality monitor in accordance with Mingaladon Industrial Park rule.

4-4. Waste gas, offensive smell and dust

If we produce waste gas, offensive smell, and/or dust, - though we do not have such production line - , we will install properly air pollution prevention devices, so that any discharges to atmosphere shall fulfill the requirements determined by Mingaladon Industrial

Park.

5. Production System and daily operation

5-1. Reduce unnecessary consumption

By using MRP system, – material requirement planning - , we calculate required quantity of each parts in accordance with production plan and purchase them. It can avoid purchasing unnecessary parts.

5-2. Effective use of resource and energy

We try effective use of resource and energy.

For example,

(1) We use backing paper if it does not have secret information.

(2) We use server PC to keep common document. It helps to prevent each staff from printing same document.

MIC PROPOSAL

FOR

IIDA ELECTRONICS (MYANMAR) CO., LTD.

INFLIGHT PRECISION INDUSTRIES LTD.
航天精密工業有限公司
香港新界沙田源順圍 13-15 號金利來集團中心五樓 B 室
UNIT B, 5/F, GOLDLION HOLDINGS CENTER,
13-15 YUEN SHUN CIRCUIT, SHATIN N.T., HONG KONG

To

Director General
Department of Human Settlement and Housing Development
Office No.40.
Nay Pyi Taw

Date: , May , 2013

Subject: **Application of Investment Permit and Tax Exemption and Reliefs**

1. Foreign Investor, IIDA ELECTRONICS (MYANMAR) CO., LTD, respectfully requests Myanmar Investment Commission to approve our investment proposal and to issue investment permit for business in Manufacturing and marketing of pharmaceutical products and cosmetics in the Republic of the Union of Myanmar according to the Foreign Investment Law of the Republic of the Union of Myanmar.

2. Foreign Investor, IIDA ELECTRONICS (MYANMAR) CO., LTD intends to achieve the followings opportunities in the Republic of Union of Myanmar.
   a) Promotion and expansion of exports
   b) Acquisition of high technology
   c) Opening up of more employment opportunities
   d) Regional development

3. In addition, we also respectfully request MIC to grant the following tax exemptions and reliefs on our investment project:-

   a. exemption of income tax for a period of 5 consecutive years from the commencement date of business operation and/or income tax holidays according to the amendment of the Republic of the Union of Myanmar Foreign Investment Law;
   b. exemption or relief from income tax on profit of the project maintained in a reserved fund and re-invested therein within 1 year after the reserve is made;
   c. right to accelerate depreciation in respect of machinery equipment, building or other capital assets used in the business, at the rate fixed by the Commission to the extent of the original value for the purpose of income-tax assessment;
   d. if the goods produced by any enterprise are exported, relief from income-tax up to 50 percent on the profits accrued from the said export;
   e. right of an investor to pay income-tax payable to the State on behalf of foreigners who have come from abroad and are employed in the enterprise and the right to deduct such payment from the assessable income;

f. right to pay income-tax on the income of the above-mentioned foreigners at the rates applicable to the citizens residing within the country;

g. right to deduct from the assessable income, such expenses incurred in respect of research and development relating to the enterprise which are actually required and are carried out within the State:

h. right to carry forward and set-off up to 3 consecutive years from the year the loss is sustained in respect of such loss sustained within 2 years immediately following the enjoyment of exemption or relief from income- tax as contained in sub-section (a), for each individual enterprise;

i. exemption or relief from customs duty or other internal taxed or both on machinery, equipment, instruments, machinery components, spare parts and materials used in the business, which are imported as they are actually required for use during the period of construction;

j. exemption or relief from customs duty or other internal taxes or both on such raw materials imported for the first 3 years' commercial production following the completion of construction.

4. Foreign Investor, IIDA ELECTRONICS (MYANMAR) CO., LTD respectfully submits the following documents to Myanmar Investment Commission to approve our investment proposal and to issue investment permit for business in manufacturing and marketing of pharmaceutical products and cosmetics.

(1) Proposal of the promoter to make Foreign Investment in the Republic of the Union of Myanmar.

(2) Calculation schedule of financial data.

(3) Land Lease Agreement (Draft)

(4) Financial standing of business.

Should you have any questions, please feel free to contact us.

We look forward to your favorable reply soon.

Sincerely,

IIDA ELECTRONICS (MYANMAR) CO., LTD.

N. Miyazaki

Mr. Nobuyuki Miyazaki

Director

INFLIGHT PRECISION INDUSTRIES LTD.
航天精密工業有限公司
香港新界沙田源順圍13-15號金利來集團中心五樓B室
UNIT B, 5/F, GOLDLION HOLDINGS CENTER,
13-15 YUEN SHUN CIRCUIT, SHATIN N.T., HONG KONG

To

Chairman
Myanmar Investment Commission

Date: , May , 2013

Subject: **Application of Investment Permit and Tax Exemption and Reliefs**

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   b. exemption or relief from income tax on profit of the project maintained in a reserved fund and re-invested therein within 1 year after the reserve is made;
   c. right to accelerate depreciation in respect of machinery equipment, building or other capital assets used in the business, at the rate fixed by the Commission to the extent of the original value for the purpose of income-tax assessment;
   d. if the goods produced by any enterprise are exported, relief from income-tax up to 50 percent on the profits accrued from the said export;
   e. right of an investor to pay income-tax payable to the State on behalf of foreigners who have come from abroad and are employed in the enterprise and the right to deduct such payment from the assessable income;

f. right to pay income-tax on the income of the above-mentioned foreigners at the rates applicable to the citizens residing within the country;

g. right to deduct from the assessable income, such expenses incurred in respect of research and development relating to the enterprise which are actually required and are carried out within the State:

h. right to carry forward and set-off up to 3 consecutive years from the year the loss is sustained in respect of such loss sustained within 2 years immediately following the enjoyment of exemption or relief from income- tax as contained in sub-section (a), for each individual enterprise;

i. exemption or relief from customs duty or other internal taxed or both on machinery, equipment, instruments, machinery components, spare parts and materials used in the business, which are imported as they are actually required for use during the period of construction;

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(2) Calculation schedule of financial data.

(3) Land Lease Agreement (Draft)

(4) Financial standing of business.

Should you have any questions, please feel free to contact us.

We look forward to your favorable reply soon.

Sincerely,

IIDA ELECTRONICS (MYANMAR) CO., LTD.

N. Miyazaki

Mr. Nobuyuki Miyazaki

Director

Form (1)

Proposal Form of Investor/Promoter for the investment to be made in the Republic of the Union of Myanmar

To,

Chairman
Myanmar Investment Commission

Reference No.
Date.

I do apply for the permission to make investment in the Republic of the Union of Myanmar in accordance with the Foreign Investment Law by furnishing the following particulars:-

1. The Investor's or Promoter's:-
   - (a) Name ......Mr. Nobuyuki Miyazaki......
   - (b) Father's name ......Mr. Kiyotoki Miyazaki......
   - (c) ID No./National Registration Card No./Passport No. ......MT 0588347......
   - (d) Citizenship ......Japanese......
   - (e) Address: ......Room(112), 4-46-11, Ikebukuro honmachi, Toshima ku, Tokyo, Japan.
     - (i) Address in Myanmar ......N/A......
     - (ii) Residence abroad ......N/A......
   - (f) Name of principle organization ......INFLIGHT PRECISION INDUSTRIES LTD......
   - (g) Type of business ......Trading of electronic components and accessories......
   - (h) Principle company's address: ......Unit B, 5/F, Goldlion Holdings Center; 13-15 Yuen, Shun Circuit, Shatin N.T., Hong Kong......

2. If the investment business is formed under Joint Venture, partners':-
   - (a) Name ......N/A......
   - (b) Father's nam ......N/A......
   - (c) ID No./ National Registration Card No./Passport No. ......N/A......
   - (d) Citizenship ......N/A......
   - (e) Address: ......N/A......
     - (i) Address in Myanmar ......N/A......
     - (ii) Residence abroad ......N/A......

(f) Parent company N/A

(g) Type of business N/A

(h) Parent company's address: N/A

Remark: The following documents need to attach according to the above paragraph (1) and (2):-

(1) Company registration certificate (copy); Enclosed

(2) National Registration Card (copy) and passport (copy); Enclosed

(3) Evidences about the business and financial conditions of the participants of the proposed investment business; Enclosed

3. Type of proposed investment business:-

(a) Manufacturing EMS (ELECTRIC MANUFACTURE SERVICE)

(b) Service business related with manufacturing Repair services related with manufacturing

(c) Service N/A

(d) Others N/A

Remark: Expressions about the nature of business with regard to the above paragraph (3) Presentation material regarding our business is enclosed.

4. Type of business organization to be formed:-

(a) One hundred percent Share ratio and director's information are enclosed

(b) Joint Venture:

(i) Foreigner and citizen N/A

(ii) Foreigner and Government department/organization N/A

(c) By contractual basis:

(i) Foreigner and citizen N/A

(ii) Foreigner and Government department/organization N/A

Remark: The following information needs to attach for the above Paragraph (4):-

(i) Share ratio for the authorized capital from abroad and local, names, citizenships, addresses and occupations of the directors; Enclosed

(ii) Joint Venture Agreement (Draft) and recommendation of the Union Attorney General Office if the investment is related with the State; N/A

(iii) Contract (Agreement) (Draft) N/A

5. Particulars relating to company incorporation

(a) Authorized capital USD 10,000,000

(b) Type of share Ordinary Share

(c) Number of shares 1,000,000 Shares

Remark: Memorandum of Association and Articles of Association of the Company shall be submitted with regard to above paragraph 5. Enclosed

6. Particulars relating to capital of the investment business

	US$ (Thousand)
(a) Amount/percentage of local capital to be contributed	N/A
(b) Amount/percentage of foreign capital to be brought in	USD16,970
Total	USD16,970

(c) Annually or period of proposed capital to be brought in
See Exhibit-5

(d) Last date of capital brought in
See Exhibit-5

(e) Proposed duration of investment 36 Years

(f) Commencement date of construction After MIC Permit is issued

(g) Construction period 2 Years

Remark: Describe with annexure if it is required for the above Para 6 ©

7. Detail list of foreign capital to be brought in –

	Foreign Currency (Thousand)	Equivalent Kyat (Million)
(a) Foreign currency (Type and amount)	USD 3,600	Kyat 3,240
(b) Machinery and equipment and value (to enclose detail list)	USD 3,670	Kyat 3,303
(c) Building and land lease	USD 9,700	Kyat 8,730

(to enclose detail list)		
(d) Value of licence, intellectual property, industrial design, trade mark, patent rights, etc.	N/A	N/A
(e) Value of technical know-how	N/A	N/A
(f) Others	N/A	N/A
Total	USD 16,970	Kyat 15,273

Remark: The evidence of permission shall be submitted for the above para 7 (d) and (e).

8. Details of local capital to be contributed -

	Kyat (Million)
(a) Amount	N/A
(b) Value of machinery and equipment (to enclose detail list)	N/A
(c) Rental rate for building/land	N/A
(d) Cost of building construction	N/A
(e) Value of furniture and assets (to enclose detail list)	
(f) Value of initial raw material requirement (to enclose detail list)	N/A
(g) Others	N/A
Total	N/A

9. Particulars about the investment business -

(a) Investment location(s)/place Plot No. B-3, Mingaladon Industrial Park, Corner Of No.3 Highway Road and Khayebin Road, Mingaladon Township, Yangon.

(b) Type and area requirement for land or land and building

(i) Location See above

(ii) Number of land/building and area See above

(iii) Owner of the land

(aa) Name/company/department Mingaladon Industrial Pard Co., Ltd

(bb) National Registration Card No. N/A

(cc) Address No.3, Mingaladon Industrial Park, Corner Of No.3 Highway Road and Khayebin Road, Mingaladon Township, Yangon.

(iv) Type of land Owned by state

(v) Period of land lease contract 36 years

(vi) Lease period From the date of signing of Physical Delivery Receipt To 7th February, 2048 (36) years

(vii) Lease rate US$ 0.30 per year per one square meter

(aa) Land US$ 0.30 per year per one square meter

(bb) Building N/A

(viii) Ward Corner Of No.3 Highway Road and Khayebin Road

(ix) Township Mingaladon Township

(x) State/Region Yangon

(xi) Lessee Mr. Nobuyuki Miyazaki

(aa) Name/ Name of Company/ Department IIDA ELECTRONICS (MYANMAR) Co., Ltd.

(bb) Father's name Mr. Kiyotoki Miyazaki

(cc) Citizenship Japanese

(dd) ID No./Passport No. MT 0588347

(ee) Residence Address Room 112, 4-46-11, Ikebukuro honmachi, Toshima ku, Tokyo, Japan.

Remark: Following particulars have to enclosed for above Para 9 (b)

(i) to enclose land map, land ownership and ownership evidences; Enclosed

(ii) draft land lease agreement, recommendation from the Union Attorney General Office if the land is related to the State; Enclosed

(c) Requirement of building to be constructed;

(i) Type / number of building Factory and Dining Hall

(ii) Area Plot No. B-3, Mingaladon Industrial Park

(d) Product to be produced/ Service EMS (ELECTRONIC MANUFACTUR SERVICE)

(1) Name of product Electric equipment

(2) Estimate amount to be produced annually See Exhibit 4

(3) Type of service N/A

(4) Estimate value of service annually N/A

Remark: Detail list shall be enclosed with regard to the above para 9 (d). Enclosed.

(e) Annual requirement of materials/ raw materials

Remark: According to the above para 9 (e) detail list of products in terms of type of products, quantity, value, technical specifications for the production shall be listed and enclosed. Enclosed.

(f) Production system Products electric equipment and unit as manufacturing contract

(g) Technology SMT(Surface Mounting Technology)

(h) System of sales Most of the products are exported. In the future, the percentage of the local sales would be 10%. See Exihibit - 7 A

(i) Annual fuel requirement Exhibit 2-2

(to prescribe type and quantity)

(j) Annual electricity requirement Exhibit 2-2

(k) Annual water requirement Exhibit 2-2

(to prescribe daily requirement, if any)

10. Detail information about financial standing -

(a) Name/company's name INFLIGHT PRECISION INDUSTRIES LTD

(b) ID No./National Registration Card No./Passport No. N/A

(c) Bank Account No. MIZUHO Corporate Bank H15-768-212236

Remark: To enclose bank statement from resident country or annual audit report of the principle company with regard to the above para 10. Enclosed

11. Number of personnel required for the proposed economic activity:-

(a) Local personnel	(599) number	(99) %
(b) Foreign experts and technicians	(5) number	(1) %

(Engineer, QC, Buyer, Management, etc. based on the nature of business and required period)

Remark: As per para 11 the following information shall be enclosed: -

(i) Number of personnel, occupation, salary, etc; Enclosed

(ii) Social security and welfare arrangements for personnel; Enclosed

(iii) family accompany with foreign employee; N/A

12. Particulars relating to economic justification: -

	Foreign Currency	Equivalent Estimated Kyat
(a) Annual income	Exhibit - 7-1	
(b) Annual expenditure	Exhibit - 7-1	
(c) Annual net profit	Exhibit - 7-1	
(d) Yearly investments	Exhibit - 5	
(e) Recoupment period	Exhibit - 9	
(f) Other benefits (to enclose detail calculations)	Exhibit - 11	

13. Evaluation of environmental impact:- Enclosed
    (a) Organization for evaluation of environmental assessment;
    (b) Duration of the evaluation for environmental assessment;
    (c) Compensation programme for environmental damages
    (d) Water purification system and waste water treatment system;
    (e) Waste management system;
    (f) System for storage of chemicals

14. Evaluation on social impact assessments; Enclosed
    (a) Organization for evaluation of social impact assessments;
    (b) Duration of the evaluation for social impact assessments;
    (c) Corporate social responsibility programme;

Signature N. Miyazaki

Name Mr. Nobuyuki Miyazaki

Designation Director

MIC PROPOSAL

FOR

IIDA ELECTRONICS (MYANMAR) CO., LTD.

Contents

IIDA ELECTRONICS (MYANMAR) CO., LTD.

PROPOSAL FORM (1) RE-ITEM 4(c)

List of Shareholders of IIDA ELECTRONICS (MYANMAR) CO., LTD

Exhibit -1

Sr.No.	Name	Citizen	Passport No	Position	Percentage	Address
1	INFLIGHT PRECISION INDUSTRIES LTD Represented by				99.98%	Unit B, 5/F, Goldlion Holdings Center, 13-15 Yuen Shun Circuit, Shatin N.T ., Hong Kong
	Mr. Miyazaki Nobuyuki	Japan	MT 0588347	Vice President		Room112, 4-46-11, Ikebukuro honmachi, Toyoshima ku, Tokyo, Japan
2	IIDA ELECTRONICS (TSUSHO) CO .,LTD Represented by				0.01%	3-9-3 Sotokanda, Chiyoda-Ku, Tokyo, Japan
	Mr. Miyazaki Nobuyuki	Japan	MT 0588347	Senior Excecutive Director		Room112, 4-46-11, Ikebukuro honmachi, Toyoshima ku, Tokyo, Japan
3	IIDA ELECTRONICS CO., LTD				0.01%	Unit B, 5/F, Goldlion Holdings Center, 13-15 Yuen Shun Circuit, Shatin N.T ., Hong Kong
	Mr. Miyazaki Nobuyuki	Japan	MT 0588347	Vice President		Room112, 4-46-11, Ikebukuro honmachi, Toyoshima ku, Tokyo, Japan

PROPOSAL FORM (1) RE-ITEM 4(c)

List of Directors of IIDA ELECTRONICS (MYANMAR) CO., LTD

Exhibit -1(A)

Sr.No.	Name	Citizen	Position	Address
1	Mr. Miyazaki Nobuyuki	Japan	Managing Director	Room112, 4-46-11, Ikebukuro honmachi, Toshima ku, Tokyo, Japan
2	Mr. Matsuo Hiroshi	Japan	Director	11836-96, Zouga, Takaya cho, Higashi Hiroshima City, Hiroshima Pref, Japan
3	Mr. Komura Yukiyoshi	Japan	Director	13-4, Shinmachi, Higashi Osaka City, Osaka Pref, Japan

PROPOSAL FORM (1) RE-ITEM 8(h)

IIDA ELECTRONICS (MYANMAR) CO., LTD.

Building Requirement

Exhibit - 2

Sr.No	Descriptions	Phase 1 USD	Phase 2 USD	Total Cost (USD)	Depreciation Period
1	Factory building	3,600,000.00	-	3,600,000.00	240 month
2	Recreation, Canteen and store	3,500,000.00	-	3,500,000.00	240 month
3	Factory Extension (including generator, transformer etc)	1,100,000.00	-	1,100,000.00	240 month
	Total Value In USD			8,200,000.00	
	Total Value (USD'000)			8,200.00	

Import Material List (for Construction)

Item	Spec	Unit	Unit Price(USD)	Qty	Amount(USD)
<Steel Ceiling Panel>					
1150 EPS/Color Steel Sandwich Panel	(2.26m*1.15m)*3766sheet	m2	27.06	9,787.83	264,858.79
1150 EPS/Color Steel Sandwich Panel	(2m*1.15m)*132sheet	m2	27.06	303.60	8,215.42
<Steel Wall Panel>					
Magnesium plate glass partition board	(3.2m*1.15m)*391sheet	m2	34.02	1,438.88	48,950.70
Magnesium plate glass partition board	(3m*1.15m)*378sheet	m2	34.02	1,304.10	44,365.48
<Related material for Panel>					
T type Aluminum Frame	(0.13*0.09*6m) per 6piece	piece	41.24	724.00	29,857.76
Aluminum Frame	(0.13*0.055*6m) per 10 piec	piece	14.95	350.00	5,232.50
Aluminum Frame	(0.08*0.045*6m) per 30 piec	piece	12.37	100.00	1,237.00
C Type Sheet		piece	10.82	700.00	7,574.00
C Type Sheet Rail		piece	3.87	700.00	2,709.00
Iron Bar	3m	piece	2.32	5,500.00	12,760.00
Adjust Bolt		piece	1.03	3,600.00	3,708.00
Bolt, washer		set	0.10	3,600.00	360.00
Gate Frame		piece	32.21	54.00	1,739.34
Window Frame		set	34.79	120.00	4,174.80
Window Related Material		piece	36.08	40.00	1,443.20
Tempered Glass	1m*1.2m	piece	19.33	280.00	5,412.40
Fixing Needle		box	6.44	50.00	322.00
Adhesive Material		piece	3.09	300.00	927.00
Fixing Plastic Material		box	46.39	1.00	46.39
Tapping Screw		box	4.64	15.00	69.60
Hinge		box	3.09	50.00	154.50
Gate Protection Material		piece	0.64	240.00	153.60
Gate Stopper Bolt		box	4.64	34.00	157.76
Lock		piece	10.82	27.00	292.14
<Anti-Static Floor>					
PVC Anti-Static Floor		m2	21.91	10,080.00	220,852.80
Copper foil and Adhesive Material		m2	3.87	10,080.00	39,009.60
<Outside Window>					
Champagne aluminum windows and glas	3000mm*1800mm	set	87.11	90.00	7,839.90
Dust silent rolling gates	5000mm*3000mm	set	2,886.46	4.00	11,545.84
<Truck Yard Equipment>					
Lift (for truck yard)	max1000kg	set	6,314.13	2.00	12,628.26
< Generator >					

Import Material List (for Construction)

Item	Spec	Unit	Unit Price(USD)	Qty	Amount(USD)
500KVA Generator	Output : 565KVA/452KW	set	160,000.00	2.00	320,000.00
1000KVA Generator	Output : 1055KVA/844KW	set	290,000.00	1.00	290,000.00
Uninterruptible power supply (UPS)		set	20,000.00	2.00	40,000.00
< Air conditioner machine >					
Air cooed chiller	248 Ton	set	180,000.00	2.00	360,000.00
Air cooed chiller	258 Ton	set	200,000.00	2.00	400,000.00
Cooling tower		set	8,000.00	4.00	32,000.00
Cooling tower		set	9,000.00	4.00	36,000.00
Air Handling unit	193Kw	set	20,500.00	3.00	61,500.00
Air Handling unit	210Kw	set	24,200.00	3.00	72,600.00
Air Handling unit	232Kw	set	23,800.00	1.00	23,800.00
Air Handling unit	246Kw	set	25,300.00	1.00	25,300.00
Air Handling unit	60Kw	set	7,000.00	3.00	21,000.00
Air Handling unit	40Kw	set	6,000.00	2.00	12,000.00
Air Handling unit	35Kw	set	5,500.00	2.00	11,000.00
Air Handling unit	30Kw	set	5,000.00	8.00	40,000.00
Fan coil unit	25Kw	set	2,200.00	6.00	13,200.00
Fan coil unit	20Kw	set	1,680.00	9.00	15,120.00
Fan coil unit	10Kw	set	1,500.00	5.00	7,500.00
Fan coil unit	7Kw	set	1,260.00	2.00	2,520.00
Fan coil unit	5Kw	set	1,200.00	3.00	3,600.00
Fan coil unit	3Kw	set	1,150.00	1.00	1,150.00
< Steel building & Roofing material >					
Cold formed Section (C&Z) (Purlins, Girt & Eave Strut)		Ton	1,800.00	100.00	180,000.00
Cladding (Sheeting Panel-Type S and Curved + Trims, Sky Light, Door and Assembly)		Ton	2,000.00	180.00	360,000.00
Built Up Sections (Columns + Rafters, Skids, Beam, Stair case)		Ton	1,400.00	280.00	392,000.00
(A) Bolts & Nuts (Anchor Bolts,Screw,Rivet,Washers)		Ton	2,600.00	12.00	31,200.00
(B) Inside & Outside Foam Closure,Bead & Flowable mastic		Ton	2,600.00	8.00	20,800.00
(C) Angles,Clips (Gable,Base,Braching Angle)		Ton	1,800.00	6.00	10,800.00
(D) Strut Tube,Rods		Ton	1,800.00	6.00	10,800.00
Door		Set	2,000.00	8.00	16,000.00
					3,546,487.77

Exhibit 2-2

IIDA ELECTRONICS (MYANMAR) CO., LTD

Annual amount requirement on each natural resource fee

Subject	Unit Price	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11 and above
		USD	USD	USD	USD	USD	USD	USD	USD	USD	USD	USD
Electricity fee	0.12USD/KWH	24,223	102,786	109,344	115,806	252,141	601,413	601,413	601,413	601,413	601,413	601,413
Water supply fee	0.5USD/m³	999	7,128	12,096	16,992	20,016	37,512	37,584	43,344	43,416	43,488	43,488
Fuel fee	1USD/ℓ	33,644	142,758	151,866	137,865	262,647	626,472	626,472	556,864	556,864	556,864	556,864

PROPOSAL FORM(1) RE-ITEM 9(b)

IIDA ELECTRONICS (MYANMAR) CO .,LTD

List of Machineries to be imported for Investment

Exhibit-3

Phase		Description	Qty	Unit Price(USD)	Value (USD)	Depreciation Period	Reference
1		**(for assemble line - total 18 lines - from year2014 to year2021)**					
	1	Circuit Tester (a bed of nails)	18	4,860.00	87,480.00	36 month	
	2	PCB mold	18	2,500.00	45,000.00	36 month	
	3	Back Cover mold	18	6,500.00	117,000.00	36 month	
	4	Tester	18	7,000.00	126,000.00	36 month	
	5	Oscilloscope	18	5,000.00	90,000.00	36 month	
	6	Sound Level Meter	18	1,000.00	18,000.00	36 month	
	7	RotatingLaserEquipment	36	2,620.00	94,320.00	36 month	
	8	GreenLaser	18	1,000.00	18,000.00	36 month	
	9	Gauge	36	1,000.00	36,000.00	36 month	
	10	Tilt Table	36	1,000.00	36,000.00	36 month	
	11	clean indicator	1	200.00	200.00	36 month	
	12	anti static electronic checker	2	1,000.00	2,000.00	36 month	
					670,000.00		
2		**(for SMT line - total 5 lines - year2018)**					
	1	SMT Loader	25	20,000.00	500,000.00	36 month	
	2	SMT Screen Printer	5	52,000.00	260,000.00	36 month	
	3	SMT Inspection Equipment	5	52,000.00	260,000.00	36 month	
	4	SMT Mounter	5	310,448.00	1,552,240.00	36 month	in Ex 3-1 (from 1 to 2)
	5	SMT Reflow Soldering Device	5	53,000.00	265,000.00	36 month	
	6	Scope	10	1,000.00	10,000.00	36 month	
	7	Digital Scope	1	4,000.00	4,000.00	36 month	
	8	Metal Musk	5	1,000.00	5,000.00	36 month	
	9	PCB Cart	25	800.00	20,000.00	36 month	
	10	Working Table	30	800.00	24,000.00	36 month	
	11	SMT Mounting Control System	1	68,000.00	68,000.00	36 month	in Ex 3-1 (from 11)
	12	Kitting Equipment	10	1,000.00	10,000.00	36 month	
	13	Cooling Fans on Loader	10	50.00	500.00	36 month	
	14	Feeder Shelves	15	100.00	1,500.00	36 month	
	15	Defect PCB board Box	5	100.00	500.00	36 month	
	16	Soldering Copper	2	30.00	60.00	36 month	
	17	Spot Cooler	1	2,000.00	2,000.00	36 month	
	18	refrigerator	3	2,000.00	6,000.00	36 month	
	19	clean indicator	1	200.00	200.00	36 month	
	20	anti static electronic fans	10	100.00	1,000.00	36 month	
	21	anti static electronic checker	2	1,000.00	2,000.00	36 month	
	22	PCB cart	5	800.00	4,000.00	36 month	
	23	PCB rack	5	800.00	4,000.00	36 month	
					3,000,000.00		
		Total			**3,670,000.00**		

List of Material for Machinery to be imported

(Investment Item)

Break down

Exhibit 3-1

Sr No	**Instrument for analysis**	Quantity
1	Mounter (2 Machines / 1 line)	10
2	Feeder	1500
11	PC Server	1
12	PC	30
13	PDA (Handy Terminal)	5
14	Label Printer	2
15	Barcode Reader	1
16	Infrared Sensor	15

PROPOSAL FORM (1) RE-ITEM 8(j)

IIDA ELECTRONICS (MYANMAR) CO .,LTD

Good to be produced

Exhibit 4

No	Description	Unit	Total	Yr.1	Yr.2	Yr.3	Yr.4	Yr.5	Yr.6
	Output	**Unit**							
1	Electrical Component - Sensor	Unit	**54,661,424.40**	5,346.00	142,560.00	356,400.00	716,364.00	716,364.00	1,432,728.00
2	PCB Unit (for export)	Unit	**29,484,000.00**	-	-	-	-	243,000.00	567,000.00
3	PCB Unit (for local)	Unit	**11,068,650.00**	-	-	-	-	-	28,350.00
4	Total	Unit		5,346.00	142,560.00	356,400.00	716,364.00	959,364.00	2,028,078.00

595,350

PROPOSAL FORM (1) RE-I M 8(j)

IIDA ELECTRONICS (MYANMAR) CO .,LTD

Good to be produced

Exhibit 4

No	Description	Unit	Yr.7	Yr.8	Yr.9	Yr.10	Yr.11	Yr.12 to Yr.36
	Output	**Unit**						
1	Electrical Component - Sensor	Unit	1,432,728.00	1,719,273.60	1,719,273.60	1,719,273.60	1,719,273.60	42,981,840.00
2	PCB Unit (for export)	Unit	729,000.00	810,000.00	891,000.00	972,000.00	972,000.00	24,300,000.00
3	PCB Unit (for local)	Unit	72,900.00	202,500.00	267,300.00	388,800.00	388,800.00	9,720,000.00
4	Total	Unit	2,234,628.00	2,731,773.60	2,877,573.60	3,080,073.60	3,080,073.60	77,001,840.00

PROPOSAL FORM(1) RE-ITEM 11(b),(d),13(a)

IIDA ELECTRONICS (MYANMAR)

List of Raw Materials to be imported per year

Exibihit - 4-A

Sr No	Type of Raw Material	Year 1 Value (USD in Thousand)	Year 2 Value (USD in Thousand)	Year 3 Value (USD in Thousand)	Year 4 Value (USD in Thousand)	Year 5 Value (USD in Thousand)	Year 6 Value (USD in Thousand)	Year 7 Value (USD in Thousand)	Year 8 Value (USD in Thousand)	Year 9 Value (USD in Thousand)	Year 10 Value (USD in Thousand)	Year 11 Value (USD in Thousand)	Year 12 to 36 Value (USD in Thousand)
1	battery	2.62	69.85	174.64	351.02	351.02	702.04	702.04	842.44	842.44	842.44	842.44	21,061.10
2	buzzer	4.38	116.90	292.25	587.42	587.42	1,174.84	1,174.84	1,409.80	1,409.80	1,409.80	1,409.80	35,245.11
3	capacitor	-	-	-	-	2,235.32	4,725.42	5,206.68	6,365.03	6,704.75	7,176.57	7,176.57	179,414.29
4	connector	0.45	12.12	30.29	60.89	324.81	679.71	736.53	897.65	937.76	993.47	993.47	24,836.66
5	cover	8.72	232.52	581.29	1,168.39	1,168.39	2,336.78	2,336.78	2,804.14	2,804.14	2,804.14	2,804.14	70,103.38
6	diode	-	-	-	-	237.92	502.96	554.19	677.48	713.64	763.86	763.86	19,096.46
7	filter	1.05	28.08	70.21	141.12	141.12	282.25	282.25	338.70	338.70	338.70	338.70	8,467.42
8	Filter Beads	-	-	-	-	79.05	167.11	184.13	225.10	237.11	253.80	253.80	6,344.95
9	IC	-	-	-	-	8,780.06	18,532.50	20,369.22	24,889.64	26,186.15	27,986.87	27,986.87	699,671.65
10	inductor	-	-	-	-	323.79	684.48	754.19	921.97	971.18	1,039.52	1,039.52	25,988.12
11	LCD	-	-	-	-	2,924.91	6,183.20	6,812.93	8,328.63	8,773.15	9,390.53	9,390.53	234,763.21
12	packin	3.76	100.28	250.69	503.89	503.89	1,007.78	1,007.78	1,209.34	1,209.34	1,209.34	1,209.34	30,233.43
13	panel	4.01	106.92	267.30	537.27	537.27	1,074.55	1,074.55	1,289.46	1,289.46	1,289.46	1,289.46	32,236.38
14	pcb	-	-	-	-	642.77	1,358.81	1,497.20	1,830.29	1,927.97	2,063.65	2,063.65	51,591.23
15	pcb-assy	156.89	4,183.79	10,459.48	21,023.56	-	-	-	-	-	-	-	-
16	plate	0.27	7.13	17.82	35.82	35.82	71.64	71.64	85.96	85.96	85.96	85.96	2,149.09
17	receiver	-	-	-	-	9,172.48	19,390.45	21,365.28	26,118.49	27,512.48	29,448.58	29,448.58	736,214.59
18	resistance	-	-	-	-	147.55	311.92	343.69	420.15	442.57	473.72	473.72	11,842.88
19	Resonator	-	-	-	-	76.75	162.25	178.77	218.54	230.21	246.41	246.41	6,160.15
20	screw	0.32	8.55	21.38	42.98	42.98	85.96	85.96	103.16	103.16	103.16	103.16	2,578.91
21	sheet	3.98	106.06	265.16	532.97	532.97	1,065.95	1,065.95	1,279.14	1,279.14	1,279.14	1,279.14	31,978.49
22	switch	-	-	-	-	307.96	651.01	717.32	876.90	923.70	988.70	988.70	24,717.59
23	wire	0.65	17.39	43.48	87.40	87.40	174.79	174.79	209.75	209.75	209.75	209.75	5,243.78
24	solder (categorized as sub material on P/L)					47.97	101.40	111.73	136.59	143.88	154.00	154.00	3,850
	Total	187.11	4,989.60	12,474.00	25,072.74	29,289.62	61,427.80	66,808.43	81,478.34	85,276.43	90,551.56	90,551.56	2,263,788.97

PROPOSAL FORM (1) RE-ITEM 13 (d)

IIDA ELECTRONICS (MYANMAR) CO., LTD

Yearly Investment / Capital Cost

Exhibit-5

USD In Thousand

Sr.No	Description	Phase 1		Phase 2		Total		Total USD
		Equity USD'000	Loan USD'000	Equity USD'000	Loan USD'000	Equity USD'000	Loan USD'000	
1	Building	1,000.00	7,200.00			1,000.00	7,200.00	8,200.00
2	ground (lease)		1,500.00			-	1,500.00	1,500.00
3	equipment		670.00		3,000.00		3,670.00	3,670.00
4	Working capital		2,600.00		1,000.00	-	3,600.00	3,600.00
	Total	1,000.00	11,970.00	-	4,000.00	1,000.00	15,970.00	16,970.00

Exhibit - 6

PROPOSAL FORM (1) RE-ITEM 12(a),(b)

IIDA ELECTRONICS (MYANMAR) CO.,LTD

List of Personnel Requirement (USD'000)

Sr. No.	Description	Yr 1			Yr 2			Yr 3			Yr 4			Yr 5			Yr 6			Yr 7		
		Qty	Unit Pr	Value USD in Thousands	Qty	Unit Pr	Value USD in Thousands	Qty	Unit Pr	Value USD in Thousands	Qty	Unit Pr	Value USD in Thousands	Qty	Unit Pr	Value USD in Thousands	Qty	Unit Pr	Value USD in Thousands	Qty	Unit Pr	Value USD in Thousands
1	Local Personnel																					
	1 Manager	8	500	48	8	600	57.6	8	700	67.2	8	800	76.8	11	900	118.8	12	1000	144	12	1100	158.4
	2 Staff	13	160	24.96	22	180	47.52	25	200	60	27	220	71.28	45	240	129.6	73	260	227.76	73	280	245.28
	3 Factory Worker	13	100	15.6	66	112.5	89.1	132	125	198	198	137.5	326.7	217	150	390.6	431	162.5	840.45	432	175	907.2
		34		88.56	96		194.22	165		325.20	233		474.78	273		639.00	516		1,212.21	517		1,310.88
2	Foreign Personnel																					
	1 Director	1	5000	60	1	5000	60	1	5000	60	1	5000	60	1	6000	72	1	6000	72	1	6000	72
	2 Manager	2	5000	120	2	5000	120	2	5000	120	2	5000	120	4	6000	288	4	6000	288	4	6000	288
		3		180.00	3		180.00	3		180.00	3		180.00	5		360.00	5		360.00	5		360.00
	Total	**37**		**268.56**	**99**	-	**374.22**	**168**	-	**505.20**	**236**	-	**654.78**	**278**	-	**999.00**	**521**	-	**1,572.21**	**522**	-	**1,670.88**

PROPOSAL FORM (1) RE-ITEM 12(a),(b)

IIDA ELECTRONICS (MYANMAR) CO .,LTD

List of Personnel Requirement (USD'000)

Exhibit - 6

Sr. No.		Description	Yr 8			Yr 9			Yr 10			Yr 11			Yr 12 to Yr 36		
			Qty	Unit Pr	Value USD in Thousands	Qty	Unit Pr	Value USD in Thousands	Qty	Unit Pr	Value USD in Thousands	Qty	Unit Pr	Value USD in Thousands	Qty	Unit Pr	Value USD in Thousands
1		Local Personnel															
	1	Manager	12	1200	172.8	12	1300	187.2	12	1400	201.6	12	1500	216	12	1,500.00	216
	2	Staff	73	300	262.8	73	320	280.32	73	340	297.84	73	360	315.36	73	360.00	315.36
	3	Factory Worker	512	187.5	1152	513	200	1231.2	514	212.5	1310.7	514	225	1387.8	514	225.00	1387.8
			597		1,587.60	598		1,698.72	599		1,810.14	599		1,919.16	599		1,919.16
2		Foreign Personnel															
	1	Director	1	6000	72	1	7000	84	1	7000	84	1	7000	84	1	7,000.00	84
	2	Manager	4	6000	288	4	7000	336	4	7000	336	4	7000	336	4	7000	336
			5		360.00	5		420.00	5		420.00	5		420.00	5		420.00
		Total	602	-	1,947.60	603	-	2,118.72	604	-	2,230.14	604	-	2,339.16	604	-	2,339.16

PROPOSAL FORM (1) RE-ITEM 1[illegible]b),(c)
IIDA ELECTRONICS (MYANMAR,[illegible] LTD
Profit & Loss Statement

Exhibit - 7-1
USD In Thousand

Sr. No.		Particulars	Yr 1 USD'000	Yr 1 Kyat'000	Yr 1 Equivalent to USD '000	Yr 2 USD'000	Yr 2 Kyat'000	Yr 2 Equivalent to USD '000	Yr 3 USD'000	Yr 3 Kyat'000	Yr 3 Equivalent to USD '000	Yr 4 USD'000	Yr 4 Kyat'000	Yr 4 Equivalent to USD '000
1		Sale												
	1	Export Sale	219.19		219.19	5,844.96		5,844.96	14,612.40		14,612.40	29,370.92		29,370.92
	2	Export Sale (PCB)	-		-	-		-	-		-	-		-
	3	Local Sale (PCB)	-		-	-		-	-		-	-		-
		Less Commercial Tax												
		Net Local Sale												
		Total Sale	**219.19**		**219.19**	**5,829.24**		**5,844.96**	**14,612.40**		**14,612.40**	**29,370.92**		**29,370.92**
2		Less Operation Cost												
	1	Raw Material cost	187.11		187.11	4,989.60		4,989.60	12,474.00		12,474.00	25,072.74		25,072.74
	2	Factory Supplies	5.35		5.35	142.56		142.56	356.40		356.40	716.36		716.36
	3	Defect cost	0.30		0.30	7.89		7.89	19.72		19.72	39.65		39.65
	4	Logistic Cost (delivery)	0.94		0.94	24.95		24.95	62.37		62.37	125.36		125.36
	5	Logistic Cost (shipment)	0.49		0.49	13.15		13.15	32.87		32.87	66.08		66.08
	6	Direct Labor Cost	3.90		3.90	89.10		89.10	198.00		198.00	326.70		326.70
	7	Fringe benefit	1.95		1.95	44.55		44.55	99.00		99.00	163.35		163.35
	8	Depreciation	3.63		3.63	73.17		73.17	146.33		146.33	219.50		219.50
	9	Depreciation(SMT)	-		-	-		-	-		-	-		-
		Total Operating Cost	**203.66**		**203.66**	**5,384.96**		**5,384.96**	**13,388.70**		**13,388.70**	**26,729.74**		**26,729.74**
3		Administration Expenses												
	1	Indirect Labor Cost	18.24		18.24	105.12		105.12	127.20		127.20	148.08		148.08
	2	Fringe benefit	9.12		9.12	52.56		52.56	63.60		63.60	74.04		74.04
	3	Japanese Labor Cost	45.00		45.00	180.00		180.00	180.00		180.00	180.00		180.00
	4	Fringe benefit	45.00		45.00	180.00		180.00	180.00		180.00	180.00		180.00
	5	Depreciation(Building)	89.75		89.75	359.00		359.00	359.00		359.00	359.00		359.00
	6	Depreciation(General)	48.54		48.54	210.83		210.83	227.50		227.50	177.50		177.50
	7	Amortisation (Leese)	18.00		18.00	71.99		71.99	71.99		71.99	71.99		71.99
	8	Industrial Park Cost	5.85		5.85	23.40		23.40	23.40		23.40	23.40		23.40
	9	Electric Cost	24.22		24.22	102.79		102.79	109.34		109.34	115.81		115.81
	10	Water Cost	1.00		1.00	7.13		7.13	12.10		12.10	16.99		16.99
	11	Oil Cost	33.64		33.64	142.76		142.76	151.87		151.87	137.86		137.86
	12	Telecommunicate Cost	4.91		4.91	19.62		19.62	19.62		19.62	19.62		19.62
	13	Travelling Expenses	120.00		120.00	60.00		60.00	60.00		60.00	60.00		60.00
	14	Insurance Cost	15.00		15.00	60.00		60.00	60.00		60.00	60.00		60.00
	15	Interest	119.38		119.38			562.50	598.50		598.50	598.50		598.50
	16	General Expenses	125.10		125.10	303.75		303.75	319.20		319.20	292.60		292.60
		Total Admin Expense	**722.74**		**722.74**	**2,441.44**		2,441.44	**2,563.31**		**2,563.31**	2,515.39		**2,515.39**
		Total Cost	**926.40**		**926.40**	**7,826.40**		7,826.40	**15,952.01**		**15,952.01**	**29,245.13**		**29,245.13**
		Net proft before tax			(707.21)			(1,981.44)			(1,339.61)			125.80
		Less: income tax 25%	-			-		-			-			
		Net profit after tax			(707.21)			(1,981.44)			(1,339.61)			125.80

Note : Net Profit on income Tax 25 %
Local sale on Commercial Tax 5%
1 USD = 900 Kyat

PROPOSAL FORM (1) RE-ITEM I b),(c)
IIDA ELECTRONICS (MYANMAR).,LTD
Profit & Loss Statement

Exhibit - 7-2
USD In Thousand

Sr. No.		Particulars	Yr 5 USD'000	Yr 5 Kyat'000	Yr 5 Equivalent to USD '000	Yr 6 USD'000	Yr 6 Kyat'000	Yr 6 Equivalent to USD '000	Yr 7 USD'000	Yr 7 Kyat'000	Yr 7 Equivalent to USD '000	Yr 8 USD'000	Yr 8 Kyat'000	Yr 8 Equivalent to USD '000
1		Sale												
	1	Export Sale	27,221.83		27,221.83	54,443.66		54,443.66	54,443.66		54,443.66	67,051.67		67,051.67
	2	Export Sale (PCB)	7,290.00		7,290.00	17,010.00		17,010.00	21,870.00		21,870.00	24,300.00		24,300.00
	3	Local Sale (PCB)	-	765,450.00	-		765,450.00			1,968,300.00			5,467,500.00	
		Less Commercial Tax		(38,272.50)			(38,272.50)			(98,415.00)			(273,375.00)	
		Net Local Sale		727,177.50	807.98		727,177.50	807.98		1,869,885.00	2,077.65		5,194,125.00	5,771.25
		Total Sale	**34,731.03**		**35,319.81**	**71,453.66**		**72,261.64**	**76,313.66**		**78,391.31**	**91,351.67**		**97,122.92**
2		Less Operation Cost												
	1	Raw Material cost	29,241.65		29,241.65	61,326.40		61,326.40	66,696.70		66,696.70	81,341.76		81,341.76
	2	Factory Supplies	764.96		764.96	1,551.80		1,551.80	1,593.11		1,593.11	1,921.77		1,921.77
	3	Defect cost	46.84		46.84	98.06		98.06	106.35		106.35	130.20		130.20
	4	Logistic Cost (delivery)	146.21		146.21	306.63		306.63	333.48		333.48	406.71		406.71
	5	Logistic Cost (shipment)	78.07		78.07	163.44		163.44	177.25		177.25	217.00		217.00
	6	Direct Labor Cost	390.60		390.60	840.45		840.45	907.20		907.20	1,152.00		1,152.00
	7	Fringe benefit	195.30		195.30	420.23		420.23	453.60		453.60	576.00		576.00
	8	Depreciation	220.50		220.50	221.50		221.50	222.50		222.50	266.00		266.00
	9	Depreciation(SMT)	1,000.00		1,000.00	1,003.33		1,003.33	1,006.67		1,006.67	10.00		10.00
		Total Operating Cost	**32,084.13**		**32,084.13**	**65,931.84**		**65,931.84**	**71,496.85**		**71,496.85**	**86,021.43**		**86,021.43**
3		Administration Expenses												
	1	Indirect Labor Cost	248.40		248.40	371.76		371.76	403.68		403.68	435.60		435.60
	2	Fringe benefit	124.20		124.20	185.88		185.88	201.84		201.84	217.80		217.80
	3	Japanese Labor Cost	360.00		360.00	360.00		360.00	360.00		360.00	360.00		360.00
	4	Fringe benefit	360.00		360.00	360.00		360.00	360.00		360.00	360.00		360.00
	5	Depreciation(Building)	359.00		359.00	359.00		359.00	359.00		359.00	359.00		359.00
	6	Depreciation(General)	260.83		260.83	260.83		260.83	260.83		260.83	227.50		227.50
	7	Amortisation (Leese)	71.99		71.99	71.99		71.99	71.99		71.99	71.99		71.99
	8	Industrial Park Cost	23.40		23.40	23.40		23.40	23.40		23.40	23.40		23.40
	9	Electric Cost	252.14		252.14	601.41		601.41	601.41		601.41	601.41		601.41
	10	Water Cost	20.02		20.02	37.51		37.51	37.58		37.58	43.34		43.34
	11	Oil Cost	262.65		262.65	626.47		626.47	626.47		626.47	556.86		556.86
	12	Telecommunicate Cost	117.00		117.00	117.00		117.00	117.00		117.00	117.00		117.00
	13	Travelling Expenses	60.00		60.00	60.00		60.00	60.00		60.00	60.00		60.00
	14	Insurance Cost	180.00		180.00	180.00		180.00	180.00		180.00	180.00		180.00
	15	Interest	798.50		798.50	618.50		618.50	438.50		438.50	198.50		198.50
	16	General Expenses	534.70		534.70	588.85		588.85	588.90		588.90	592.90		592.90
		Total Admin Expense	**4,032.82**		**4,032.82**	**4,822.61**		**4,822.61**	**4,690.61**		**4,690.61**	**4,405.31**		**4,405.31**
		Total Cost	**36,116.95**		**36,116.95**	**70,754.45**		**70,754.45**	**76,187.45**		**76,187.45**	**90,426.74**		**90,426.74**
		Net proft before tax			(797.14)			1,507.19			2,203.86			6,696.18
		Less: income tax 25%	-		-			376.80			550.97			1,674.05
		Net profit after tax			(797.14)			1,130.40			1,652.90			5,022.14

Note : Net Profit on income Tax 25 %
Local sale on Commercial Tax 5%
1 USD = 900 Kyat

Note : Net Profit on income Tax 25 %
Local sale on Commercial Tax 5%
1 USD = 900 Kyat

PROPOSAL FORM (1) RE-ITE (a),(b),(c)
IIDA ELECTRONICS (MYANM CO.,LTD
Profit & Loss Statemen

Exhibit - 7-3
USD In Thousand

Sr. No.		Particulars	Yr 9 USD'000	Yr 9 Kyat'000	Yr 9 Equivalent to USD '000	Yr 10 USD'000	Yr 10 Kyat'000	Yr 10 Equivalent to USD '000	Yr 11 USD'000	Yr 11 Kyat'000	Yr 11 Equivalent to USD '000	Yr 12 to Yr 36 USD'000	Yr 12 to Yr 36 Kyat'000	Yr 12 to Yr 36 Equivalent to USD '000
1		Sale												
	1	Export Sale	67,051.67		67,051.67	67,051.67		67,051.67	67,051.67		67,051.67	1,676,291.76		1,676,291.76
	2	Export Sale (PCB)	26,730.00		26,730.00	29,160.00		29,160.00	29,160.00		29,160.00	729,000.00		729,000.00
	3	Local Sale (PCB)		7,217,100.00			10,497,600.00			10,497,600.00			262,440,000.00	
		Less Commercial Tax		(360,855.00)			(524,880.00)			(524,880.00)			(13,122,000.00)	
		Net Local Sale		6,856,245.00	7,618.05		9,972,720.00	11,080.80		9,972,720.00	11,080.80		249,318,000.00	277,020.00
		Total Sale	**93,781.67**		**101,399.72**	**96,211.67**		**107,292.47**	**96,211.67**		**107,292.47**	**2,405,291.76**		**2,682,311.76**
2		Less Operation Cost												
	1	Raw Material cost	85,132.56		85,132.56	90,397.56		90,397.56	90,397.56		90,397.56	2,259,938.88		2,259,938.88
	2	Factory Supplies	1,950.93		1,950.93	1,991.43		1,991.43	1,991.43		1,991.43	49,785.84		49,785.84
	3	Defect cost	136.04		136.04	144.16		144.16	144.37		144.37	3,609.26		3,609.26
	4	Logistic Cost (delivery)	425.66		425.66	451.99		451.99	451.99		451.99	11,299.69		11,299.69
	5	Logistic Cost (shipment)	226.74		226.74	240.27		240.27	240.62		240.62	6,015.44		6,015.44
	6	Direct Labor Cost	1,231.20		1,231.20	1,310.70		1,310.70	1,387.80		1,387.80	1,387.80		1,387.80
	7	Fringe benefit	615.60		615.60	655.35		655.35	693.90		693.90	693.90		693.90
	8	Depreciation	266.00		266.00	266.00		266.00	280.50		280.50	7,012.50		7,012.50
	9	Depreciation(SMT)	10.00		10.00	10.00		10.00	10.00		10.00	250.00		250.00
		Total Operating Cost	**89,994.74**		**89,994.74**	**95,467.46**		**95,467.46**	**95,598.16**		**95,598.16**	**2,389,954.11**		**2,389,954.11**
3		Administration Expenses												
	1	Indirect Labor Cost	467.52		467.52	499.44		499.44	531.36		531.36	13,284.00		13,284.00
	2	Fringe benefit	233.76		233.76	249.72		249.72	265.68		265.68	6,642.00		6,642.00
	3	Japanese Labor Cost	420.00		420.00	420.00		420.00	420.00		420.00	10,500.00		10,500.00
	4	Fringe benefit	420.00		420.00	420.00		420.00	420.00		420.00	10,500.00		10,500.00
	5	Depreciation(Building)	359.00		359.00	359.00		359.00	359.00		359.00	8,975.00		8,975.00
	6	Depreciation(General)	100.00		100.00	100.00		100.00	100.00		100.00	2,500.00		2,500.00
	7	Amortisation (Leese)	71.99		71.99	71.99		71.99	71.99		71.99	1,799.71		1,799.71
	8	Industrial Park Cost	23.40		23.40	23.40		23.40	23.40		23.40	584.91		584.91
	9	Electric Cost	601.41		601.41	601.41		601.41	601.41		601.41	15,035.33		15,035.33
	10	Water Cost	43.42		43.42	43.49		43.49	43.49		43.49	1,087.20		1,087.20
	11	Oil Cost	556.86		556.86	556.86		556.86	556.86		556.86	13,921.60		13,921.60
	12	Telecommunicate Cost	117.00		117.00	117.00		117.00	117.00		117.00	2,925.00		2,925.00
	13	Travelling Expenses	60.00		60.00	60.00		60.00	60.00		60.00	1,500.00		1,500.00
	14	Insurance Cost	180.00		180.00	180.00		180.00	180.00		180.00	4,500.00		4,500.00
	15	Interest	-		-	-		-	-		-	-		-
	16	General Expenses	592.95		592.95	593.00		593.00	593.00		593.00	14,825.00		14,825.00
		Total Admin Expense	**4,247.31**		**4,247.31**	**4,295.31**		**4,295.31**	**4,343.19**		**4,343.19**	**108,579.74**		**108,579.74**
		Total Cost	**94,242.04**		**94,242.04**	**99,762.77**		**99,762.77**	**99,941.35**		**99,941.35**	**2,498,533.86**		**2,498,533.86**
		Net proft before tax			7,157.68			7,529.70			7,351.12			183,777.90
		Less: income tax 25%			1,789.42			1,882.42			1,837.78			45,944.48
		Net profit after tax			5,368.26			5,647.27			5,513.34			137,833.43

Note : Net Profit on income Tax 25 %
Local sale on Commercial Tax 5%
1 USD = 900 Kyat

Note : Net Profit on income Tax 25 %
Local sale on Commercial Tax 5%
1 USD = 900 Kyat

Exihibit - 7 A

IIDA ELECTRONICS (MYANMAR) CO., LTD

Sales Statement (Local sale)

Kyat In Thousand

Description	Unit	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	Yr 11	Yr 12 to Yr 36	Total
Local Sale														
(a) Quantity														
PCB Unit	Unit	-	-	-	-	-	28,350.00	72,900.00	202,500.00	267,300.00	388,800.00	388,800.00	9,720,000.00	11,068,650.00
(b) Price Per Unit														
PCB Unit	USD/ Unit	-	-	-	-	-	30.00	30.00	30.00	30.00	30.00	30.00	30.00	
(c) Value (a x b)														
PCB Unit	USD	-	-	-	-	-	850,500.00	2,187,000.00	6,075,000.00	8,019,000.00	11,664,000.00	11,664,000.00	291,600,000.00	332,059,500.00
Local Sale in Equiv: Kyat in Thousand	900 Kyat	-	-	-	-	-	765,450.00	1,968,300.00	5,467,500.00	7,217,100.00	10,497,600.00	10,497,600.00	262,440,000.00	298,853,550.00

1 USD = 990 Kyats

Exhibit - 7 B

IIDA ELECTRONICS (MYANMAR) CO., LTD
Sales Statement (Export sale)

US$ in Thousand

Description	Unit	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	Yr 11	Yr 12 to Yr 36	Total
Export Sale														
(a) Quantity														
Electrical Component	Unit	5,346.00	142,560.00	356,400.00	716,364.00	716,364.00	1,432,728.00	1,432,728.00	1,719,273.60	1,719,273.60	1,719,273.60	1,719,273.60	42,981,840.00	54,661,424.40
PCB Unit	Unit	-	-	-	-	243,000.00	567,000.00	729,000.00	810,000.00	891,000.00	972,000.00	972,000.00	24,300,000.00	29,484,000.00
(b) Price Per Unit														
Electrical Component	USD/ Unit	41.00	41.00	41.00	41.00	38.00	38.00	38.00	39.00	39.00	39.00	39.00	39.00	
PCB Unit	USD/ Unit	-	-	-	-	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	
(c) Value (a x b)														
Electrical Component	USD'000	219.19	5,844.96	14,612.40	29,370.92	27,221.83	54,443.66	54,443.66	67,051.67	67,051.67	67,051.67	67,051.67	1,676,291.76	2,130,655.07
PCB Unit	USD'000	-	-	-	-	7,290.00	17,010.00	21,870.00	24,300.00	26,730.00	29,160.00	29,160.00	729,000.00	884,520.00
Export Value in US$ in Thousand		219.19	5,844.96	14,612.40	29,370.92	34,511.83	71,453.66	76,313.66	91,351.67	93,781.67	96,211.67	96,211.67	2,405,291.76	3,015,175.07

sale Value USD in Thousand (Local + Export)	219.19	5,844.96	14,612.40	29,370.92	34,511.83	72,304.16	78,500.66	97,426.67	101,800.67	107,875.67	107,875.67	2,696,891.76	332,062,515.18
Note: Local sale %						1	3	6	8	11	11	11	
Export sale %	100	100	100	100	100	99	97	94	92	89	89	89	

PROPOSAL FORM (1) RE-ITEM 11(c)
IIDA EIECTRONICS (MYANMAR) CO .,LTD
Amount of Working Capital & Cash Flow

Exhibit - 8

Sr.		Particulars	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	Yr 11	Yr 12 to Yr 36
1		*Cash In Flow*												
	1	Equity Capital	1,000.00											
	2	Loan Capital (for building)	7,200.00											
	3	Loan Capital (for ground)	1,500.00											
	4	Loan Capital (for equipment)	670.00				3,000.00							
	5	Load Capital (for running)	2,600.00				1,000.00							
	6	Net Profit after tax e	(707.21)	(1,981.44)	(1,339.61)	125.80	(797.14)	1,130.40	1,652.90	5,022.14	5,368.26	5,647.27	5,513.34	137,833.43
	7	Depreciation of asset(production equipment)	3.63	73.17	146.33	219.50	220.50	221.50	222.50	266.00	266.00	266.00	280.50	6,650.00
	8	Depreciation of asset(smt equipment)	-	-	-	-	1,000.00	1,003.33	1,006.67	10.00	10.00	10.00	10.00	6,250.00
	9	Depreciation of asset(building)	89.75	359.00	359.00	359.00	359.00	359.00	359.00	359.00	359.00	359.00	359.00	7,180.00
	10	Depreciation of asset(generalequipment)	48.54	210.83	227.50	177.50	260.83	260.83	260.83	227.50	100.00	100.00	100.00	2,500.00
	11	Amortization of lease	18.00	71.99	71.99	71.99	71.99	71.99	71.99	71.99	71.99	71.99	71.99	1,799.71
		Total	12,422.70	(1,266.45)	(534.79)	953.79	5,115.18	3,047.05	3,573.88	5,956.63	6,175.25	6,454.26	6,334.83	162,213.14
2		*Cash Out Flow*												
	1	Total Investment	10,370.00	-	-	-	4,000.00	-	-	-	-	-	-	-
	2	Repayment of Loan	-	-	-	-	-	3,600.00	3,600.00	4,800.00	3,970.00	-	-	-
		Total	10,370.00	-	-	-	4,000.00	3,600.00	3,600.00	4,800.00	3,970.00	-	-	-
		Net Cash Flow	2,052.70	(1,266.45)	(534.79)	953.79	1,115.18	(552.95)	(26.12)	1,156.63	2,205.25	6,454.26	6,334.83	162,213.14
		Opening Balance	-	2,052.70	786.25	251.46	1,205.24	2,320.42	1,767.47	1,741.36	2,897.98	5,103.23	11,557.49	17,892.31
		Closing Balance	2,052.70	786.25	251.46	1,205.24	2,320.42	1,767.47	1,741.36	2,897.98	5,103.23	11,557.49	17,892.31	180,105.45

PROPOSAL FORM (1) RE-ITEM 13 (e)
IIDA ELECTRONICS (MYANMAR) CO.,LTD

Recoupment Period

Exhibit -9

USD In Thousand

Sr.No		Particulars	Construction Period	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8
1		***Cash in Flow***									
	1	Profit (loss) After Tax		(707.21)	(1,981.44)	(1,339.61)	125.80	(797.14)	1,130.40	1,652.90	5,022.14
	2	Depreciation		141.92	643.00	732.83	756.00	1,840.33	1,844.67	1,849.00	862.50
	3	Amortization		18.00	71.99	71.99	71.99	71.99	71.99	71.99	71.99
		Total Cash in Flow	-	(547.30)	(1,266.45)	(534.79)	953.79	1,115.18	3,047.05	3,573.88	5,956.63
2		***Cash Out Flow***									
	1	Capital invested	16,970.00								
		Total Cash out Flow	16,970.00	-	-	-	-	-	-	-	
3		Net Cash Flow	(16,970.00)	(547.30)	(1,266.45)	(534.79)	953.79	1,115.18	3,047.05	3,573.88	5,956.63
4		Opening Balance	-	(16,970.00)	(17,517.30)	(18,783.75)	(19,318.54)	(18,364.76)	(17,249.58)	(14,202.53)	(10,628.64)
5		Closing Balance	(16,970.00)	(17,517.30)	(18,783.75)	(19,318.54)	(18,364.76)	(17,249.58)	(14,202.53)	(10,628.64)	(4,672.02)

Recoupment Period is 8 years and 9 months

PROPOSAL FORM (1) RE-ITEM 13 (e)
IIDA ELECTRONICS (MYANMAR) CO.,LTD
Recoupment Period (USD In Thousand)

Exhibit -9

USD In Thousand

Sr.No		Particulars	Yr 9	Yr 10	Yr 11	Yr 12	Yr 13	Yr 14	Yr 15	Yr 16	Yr 17
1		***Cash in Flow***									
	1	Profit (loss) After Tax	5,368.26	5,647.27	5,513.34	5,513.34	5,513.34	5,513.34	5,513.34	5,513.34	5,513.34
	2	Depreciation	735.00	735.00	749.50	749.50	749.50	749.50	749.50	749.50	749.50
	3	Amortization	71.99	71.99	71.99	71.99	71.99	71.99	71.99	71.99	71.99
		Total Cash in Flow	6,175.25	6,454.26	6,334.83	6,334.83	6,334.83	6,334.83	6,334.83	6,334.83	6,334.83
2		***Cash Out Flow***									
	1	Capital invested									
		Total Cash out Flow									
3		Net Cash Flow	6,175.25	6,454.26	6,334.83	6,334.83	6,334.83	6,334.83	6,334.83	6,334.83	6,334.83
4		Opening Balance	(4,672.02)	1,503.23	7,957.49	14,292.31	20,627.14	26,961.96	33,296.79	39,631.62	45,966.44
5		Closing Balance	1,503.23	7,957.49	14,292.31	20,627.14	26,961.96	33,296.79	39,631.62	45,966.44	52,301.27

Recoupment Period is 8 years and 9 months

PROPOSAL FORM (1) RE-ITEM 13 (e)

IIDA ELECTRONICS (MYANMAR) CO.,LTD

Recoupment Period (USD In Thousand)

Exhibit -9

USD In Thousand

Sr.No		Particulars	Yr 18	Yr 19	Yr 20	Yr 21	Yr 22	Yr 23	Yr 24	Yr 25	Yr 26
1		***Cash in Flow***									
	1	Profit (loss) After Tax	5,513.34	5,513.34	5,513.34	5,513.34	5,513.34	5,513.34	5,513.34	5,513.34	5,513.34
	2	Depreciation	749.50	749.50	749.50	749.50	749.50	749.50	749.50	749.50	749.50
	3	Amortization	71.99	71.99	71.99	71.99	71.99	71.99	71.99	71.99	71.99
		Total Cash in Flow	6,334.83	6,334.83	6,334.83	6,334.83	6,334.83	6,334.83	6,334.83	6,334.83	6,334.83
2		***Cash Out Flow***									
	1	Capital invested									
		Total Cash out Flow									
3		Net Cash Flow	6,334.83	6,334.83	6,334.83	6,334.83	6,334.83	6,334.83	6,334.83	6,334.83	6,334.83
4		Opening Balance	52,301.27	58,636.09	64,970.92	71,305.74	77,640.57	83,975.39	90,310.22	96,645.05	102,979.87
5		Closing Balance	58,636.09	64,970.92	71,305.74	77,640.57	83,975.39	90,310.22	96,645.05	102,979.87	109,314.70

Recoupment Period is 8 years and 9 months

PROPOSAL FORM (1) RE- ITEM 13(f)
IIDA ELECTRONICS (MYANMAR) CO.,LTD
Internal Rate of Returns

Exhibit - 10
USD In Thousand

Year	nvestment投資金	Net Profit	Depreciation	Amortization	Total Cash In Flow	Net Cash In Flow
0	16,970.00					(16,970.00)
1		(707.21)	141.92	18.00	(547.30)	(547.30)
2		(1,981.44)	643.00	71.99	(1,266.45)	(1,266.45)
3		(1,339.61)	732.83	71.99	(534.79)	(534.79)
4		125.80	756.00	71.99	953.79	953.79
5		(797.14)	1,840.33	71.99	1,115.18	1,115.18
6		1,130.40	1,844.67	71.99	3,047.05	3,047.05
7		1,652.90	1,849.00	71.99	3,573.88	3,573.88
8		5,022.14	862.50	71.99	5,956.63	5,956.63
9		5,368.26	735.00	71.99	6,175.25	6,175.25
10		5,647.27	735.00	71.99	6,454.26	6,454.26
11		5,513.34	749.50	71.99	6,334.83	6,334.83
12		5,513.34	749.50	71.99	6,334.83	6,334.83
13		5,513.34	749.50	71.99	6,334.83	6,334.83
14		5,513.34	749.50	71.99	6,334.83	6,334.83
15		5,513.34	749.50	71.99	6,334.83	6,334.83
16		5,513.34	749.50	71.99	6,334.83	6,334.83
17		5,513.34	749.50	71.99	6,334.83	6,334.83
18		5,513.34	749.50	71.99	6,334.83	6,334.83
19		5,513.34	749.50	71.99	6,334.83	6,334.83
20		5,513.34	749.50	71.99	6,334.83	6,334.83
21		5,513.34	749.50	71.99	6,334.83	6,334.83
22		5,513.34	749.50	71.99	6,334.83	6,334.83
23		5,513.34	749.50	71.99	6,334.83	6,334.83
24		5,513.34	749.50	71.99	6,334.83	6,334.83
25		5,513.34	749.50	71.99	6,334.83	6,334.83
26		5,513.34	749.50	71.99	6,334.83	6,334.83
27		5,513.34	749.50	71.99	6,334.83	6,334.83
28		5,513.34	749.50	71.99	6,334.83	6,334.83
29		5,513.34	749.50	71.99	6,334.83	6,334.83
30		5,513.34	749.50	71.99	6,334.83	6,334.83
31		5,513.34	749.50	71.99	6,334.83	6,334.83
32		5,513.34	749.50	71.99	6,334.83	6,334.83
33		5,513.34	749.50	71.99	6,334.83	6,334.83
34		5,513.34	749.50	71.99	6,334.83	6,334.83
35		5,513.34	749.50	71.99	6,334.83	6,334.83
36		5,513.34	749.50	71.99	6,334.83	6,334.83
	16,970.00	157,468.11	29,627.25	2,537.59	189,632.95	172,662.95

Internal Rate of Return **15.23%**

REPAYMENT OF LOAN

IIDA ELECTRONICS (MYANMAR) CO .,LTD

Exhibit -11

(USD in Thousand)

Year	Loan	Interest Rate (%)	Payment of Loan	Interest	Total Payment	Balance of Loan
1	2	3	4	5	6	7
1	11,970.00	5.00		119.38	119.38	11,970.00
2		5.00		562.50	562.50	11,970.00
3		5.00		598.50	598.50	11,970.00
4		5.00		598.50	598.50	11,970.00
5	4,000.00	5.00		598.50	598.50	15,970.00
6		5.00	3,600.00	798.50	4,398.50	12,370.00
7		5.00	3,600.00	618.50	4,218.50	8,770.00
8		5.00	4,800.00	438.50	5,238.50	3,970.00
9		5.00	3,970.00	198.50	4,168.50	-
Total			15,970.00	4,412.00	20,382.00	-

Production Model

Business of assemble electrical equipment model/unit



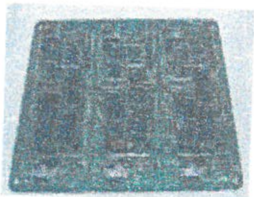
Example: Laser Receiver

We purchase component parts – cover, panel, connector, PCB, etc.
We assemble finished goods and ship them to customer.
Process is; assemble cover, screw clamp, connect cable, function check, etc.
We can also accept order only a part of model as unit production.
Our target production is information equipment.

In our other factory, we get order of mobile phone , hard disk, USB, etc.
Future, we will get order of such precise equipment for Myanmar factory, too.

Business of SMT (PCB)

PCB



We purchase electronic parts – IC, register, condenser, board, etc.
We mount electronic parts on board by SMT machine.
We ship them as finished PCB to customer.
Final finished goods in customer is information equipment.
We also produce finished PCB for our assemble business as a part of process.

IIDA ELECTRONICS (MYANMAR) CO., LTD. Benefit Program

30/JUL/2013 UPDATE

1. Introduction

Benefit program is important for both employees and company.

If we provide enough benefit program, employees may work in our company for a long period.

We can understand each other, and each member has good mental and health condition then company's quality – management quality, production quality, may improve more.

2. Clothes

We provide uniform and indoor shoes for all employees.

Employees do not need to prepare special clothes themselves.

3. Dining room

All employees can eat lunch at dining room with free of charge.

We provide them to fit Myanmar's life style.

We also prepare water server so that employees can drink in rest time.

4. Health Care

We keep basic medicine for the employees who catch sick.

We support to send employee hospital for emergency case.

5. Recreation Activity

We provide several recreation activity every year.

They are help for employees' refresh.

All of our member, - Manager and worker, other section staff, have chance to communicate and understand each other through these activity.

As activity, for example, - this is idea basis,

Picnic : We go to temple, park, etc and refresh.

Birthday lunch : We provide birthday lunch once per every month.

New Year Party : We hold party to celebrate new year with all employees.

6. Congratulatory or condolence

We will prepare small payment for congratulatory or condolence cases.

7. Training

We will reserve budget for employees training.
We will hold enough training for all employees to increase their skill.

8. Legal benefit program

We bear social insurance for employees in accordance with Myanmar's law.
As considering legal benefit program, we comply with Myanmar's law.

IIDA ELECTRONICS (MYANMAR) CO., LTD. FIRE PROTECTION POLICY

15/MAY/2013 UPDATE

1. Introduction

Fire protection is one of the most important control for manufacturing company.
We have organized policy as fire protection to prepare for accident.

We have fire protection team in our company so that all employee join this activity and improve it.

2. Fire Protection Team

We organize fire protection team in our company.

2-1. Organization

2-1-1. Fire Protection section leader

Each section has one employee who is in charge of leader of section for fire protection.
His/Her role is
Helping member evacuating at emergency case.
Informing member of news of fire protection.

2-1-2. Fire Protection team leader

He/she is chosen in member of fore protection section leader.

2-2. Fire Protection Team Activity

2-2-1. Meeting

Fire protection team holds meeting periodically, and update fire protection rule.

2-2-2. Safety patrol

They patrol periodically to check our area space including factory and recreation and canteen at point of fire protection view.

2-2-3. Fire Protection Training

We hold fire protection training periodically. All employee join it. It includes evacuation training.

3. Fire Protection Equipment

3-1. Fire Extinguisher

We put it at several location in both recreation and canteen. It is replaced after periodical check.

3-2. Fire Alarm Box

We install fire alarm box. It is tested at periodical term.

3-3. Evacuation Sign Board

We install this board at applicable location.

3-4. Evacuation Plan board

We design evaluation plan map and paste on wall at several location in factory so that people can evacuate smoothly at emergency case.

3-5. Fire Protection Leader Board

We put this board on the wall at each area so that everyone can inform him/her of accident immediately.

3-6. Organization Structure Sheet

This sheet includes fire protection leader name and telephone number. We put this sheet on the wall at each area. We can inform all member in case of emergency.

4. Mingaladon Industrial Park

As a member of Mingaladon industrial park, we comply with its standard and request.

IIDA ELECTRONICS (MYANMAR) CO., LTD. Social impact assessments

17/MAY/2013 UPDATE

1. Introduction

We understand that we need to give good impact to Myanmar society.

To check whether our company gives good impact or not, we are going to assess our activity at point of society's view.

2. Policy

Our policy is as follows;

a) Providing chance to work for people/company
b) Keeping transparency of our business
c) Fair deal
d) Paying fair price to people/company
e) Avoiding enforced labor
f) Keeping equality to people/company
g) Keeping good labor condition at point of safety and healthy
h) Support capacity building of people
i) Considering environment

3. Organization

We organize evaluation team in our company to check our impact to Myanmar society.

a) Section member

Each section choose section member of this organization.

b) Team Leader

This organization has one team leader.

Team leader is chosen in section member.

4. Activity of organization

a) Making/Updating assessment list.

For example, "When we purchase stationary, whether we get quotation from several supplier or not." – It has related with "c) Fair deal" policy.

b) Holding assessment periodically, and checking situation – whether we keep social responsibility or not – at least once every year

IIDA ELECTRONICS (MYANMAR) CO., LTD. Social impact assessments

17/MAY/2013 UPDATE

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b) Holding assessment periodically, and checking situation – whether we keep social responsibility or not – at least once every year

3. Environment protection activity

3-1. Reducing waste

We try to reduce waste.

We calculate necessary quantity of each parts in accordance with production plan and purchase them. It avoid purchasing unnecessary parts.

We calculate requirement quantity in accordance with production plan and use them in production line. It avoid unnecessary consumption

We try to improve production to reduce production loss on continuing basis.

Our management and profit will also grow up by contributing reducing waste.

3-2. Effective use of resource and energy

We try effective use of resource and energy.

For example,

Using recycling paper, backing paper, etc.

Using fans in addition air conditioner to effective air control

3-3. Green Procurement

We consider to purchase items which are environment friendly.

3-4. Control stock by system

We record purchase and consumption for parts by using computer.

In case of chemicals, we store them separately with other normal goods.

4. As a member of Mingaladon Industrial Park

4-1. As a member of Mingaladon Industrial Park, we cooperate and observe the rule and request from it to keep environment protection.

As to our site area, we install water purification system and also waste water treatment system in accordance with Mingaladon Industrial Park rule.

As to waste treatment, we treat waste in accordance with Mingaladon Industrial Park rule.

If we found we don't keep rule or request, we will improve our activity.

INFLIGHT PRECISION INDUSTRIES LTD.
航 天 精 密 工 業 有 限 公 司
香港新界沙田源順圍 13-15 號金利來集團中心五樓 B 室
UNIT B, 5/F, GOLDLION HOLDINGS CENTER,
13-15 YUEN SHUN CIRCUIT, SHATIN N.T., HONG KONG

To

Chairman

Myanmar Investment Commission

Republic of the Union of Myanmar

Date: , May, 2013

Subject: : Undertaking to pay employees' income tax under heading of salary.

Our company shall undertake to pay employees' income tax to government, under heading of salary, for the person whose salaries are over Ks 1,440,000 for an income tax year.

Your Sincerely,

N. Miyazaki

Mr. Nobuyuki Miyazaki

IIDA ELECTRONICS (MYANMAR) Co., Ltd

Mizuho Corporate Bank, Ltd.
Hong Kong Branch
16/F., Sun Life Tower, The Gateway,
Harbour City, Kowloon, Hong Kong
TEL: (852) 2102-5399
FAX: (852) 2810-0048

April 19, 2013

STRICTLY PRIVATE AND CONFIDENTIAL

To: Director General
Directorate of Investment and Company Administration
Ministry of National Planning and Economic Development
Office 32, Naypyitaw,
Union of Myanmar.

Dear Sir,

In connection with the request by INFLIGHT PRECISION INDUSTRIES LTD. (hereinafter referred to as the "Company") to provide a Letter of Reference for their subsidiary set-up in Union of Myanmar, Mizuho Corporate Bank, Ltd., Hong Kong Branch, is pleased to confirm that the Company has been known to us since 20 September 2000 and maintains a normally conducted account on our books.

We regard it as duly constituted and we confirm that the Company has no record of loan default with our bank.

The above information is strictly confidential and given without any commitment on our part.

Name of Company	: INFLIGHT PRECISION INDUSTRIES LTD.
Registered Address	: UNIT B, 5/F, GOLDLION HOLDINGS CENTRE, 13-15 YUEN SHUN CIRCUIT, SHATIN N.T., HONG KONG
Established	: 9 June 1992
Paid-up Capital	: HKD20,000,000.00
President	: MIYAZAKI NOBUYUKI
Line of business	: MANUFACTURE OF ELECTRIC COMPONENTS

This letter shall not be construed as a commitment, guarantee nor warranty, or otherwise to have any legal responsibility on our bank to you or any third party.

Yours faithfully,

For and on behalf of

For MIZUHO CORPORATE BANK, LTD.
HONG KONG BRANCH

Authorised Signature(s)

MIZUHO

Channel to Discovery

Mizuho Corporate Bank, Ltd.
Hong Kong Branch
16/F., Sun Life Tower, The Gateway,
Harbour City, Kowloon, Hong Kong
TEL: (852) 2102-5399
FAX: (852) 2810-0048

OUR REF. : BPRD-13-158

26 APR 2013

INFLIGHT PRECISION INDUSTRIES LIMITED
UNIT B 5/F GOLDLION HOLDINGS CENTRE
13-15 YUEN SHUN CIRCUIT
SHATIN H K

Dear Sirs,

Re: **Certificate of Accounts Balances**
- as at 18 APR 2013

Referring to your letter on request, we hereby certify the balance(s) of the following account(s) as at the close of business on **18 APR 2013** for your reference.

Types of Accounts	Accounts No.:		Amount
Savings Account	H15-768-201476	HKD	275,684.04
Savings Account	F15-768-212236	USD	31,984,575.28
Savings Account	F15-768-221013	YEN	137,082,927
Savings Account	F15-768-900558	RMB	90,287.24

Yours faithfully,
For and on behalf of
MIZUHO CORPORATE BANK, LIMITED
HONG KONG BRANCH

....
Authorized signature(s)

渡 航 先

This passport is valid for all countries and areas unless otherwise endorsed.

日 本 国 JAPAN

旅 券
PASSPORT

型/Type P
発行国/Issuing country JPN
旅券番号/Passport No. MT0588347



姓/Surname
MIYAZAKI

名/Given name
NOBUYUKI

国 籍/Nationality
JAPAN

生年月日/Date of birth
21 DEC 1964

性別/Sex
M

本 籍/Registered Domicile
TOKYO

発行年月日/Date of issue
17 DEC 2012

有効期間満了日/Date of expiry
17 DEC 2017

発行官庁/Authority
MINISTRY OF
FOREIGN AFFAIRS

所持人自署/Signature of bearer
n. miyazaki

P<JPNMIYAZAKI<<NOBUYUKI<<<<<<<<<<<<<<<<<<<<<<<
MT05883478JPN6412216M1712173<<<<<<<<<<<<<<02

渡航先

This passport is valid for all countries and areas unless otherwise endorsed.

旅券
PASSPORT

日本国 JAPAN



型/Type: P
発行国/Issuing country: JPN
旅券番号/Passport No.: TZ0678765

姓/Surname
MATSUO

名/Given name
HIROSHI

国籍/Nationality
JAPAN

生年月日/Date of birth
26 AUG 1947

性別/Sex
M

本籍/Registered Domicile
HIROSHIMA

発行年月日/Date of issue
22 SEP 2009

有効期間満了日/Date of expiry
22 SEP 2019

所持人自署/Signature of bearer
H. Matsuo

発行官庁/Authority
CONSULATE-GENERAL OF JAPAN AT GUANGZHOU

P<JPNMATSUO<<HIROSHI<<<<<<<<<<<<<<<<<<<<<<<<<<

TZ06787651JPN4708267M1909225<<<<<<<<<<<<<<04

This passport is valid for all countries and areas unless otherwise endorsed.

日本国 JAPAN

旅券 PASSPORT P JPN TZ0[illegible]



氏/Surname
KOMURA

名/Given name
YUKIYOSHI

国籍/Nationality JAPAN
生年月日/Date of birth 10 NOV 1965

性別/Sex M
本籍/Registered Domicile OSAKA

発行年月日/Date of issue
22 APR 2009

有効期間満了日/Date of expiry
22 APR 2019

発行官庁/Authority
CONSULATE-GENERAL OF JAPAN
AT GUANGZHOU

所持人自署/Signature of bearer
小村幸由

P<JPNKOMURA<<YUKIYOSHI<<<<<<<<<<<<<<<<<<<<<<<

TZ06429926JPN6511108M1904220<<<<<<<<<<<<<<04

Company Registration Certificate

表格 2 FORM 2
《商業登記條例》(第310章)
BUSINESS REGISTRATION ORDINANCE (Chapter 310)
《商業登記規例》
BUSINESS REGISTRATION REGULATIONS
商業 / XXX登記證 Business XXXX Registration Certificate

[第5條]
[regulation 5]

正 本
ORIGINAL

XXXXXXX
XXXXXXXX

業務 / 法團所用名稱 Name of Business/ Corporation	航天精密工業有限公司 INFLIGHT PRECISION INDUSTRIES LIMITED
業務 / 分行名稱 Business/ Branch Name	** **
地 址 Address	UNIT B 5/F GOLDLION HOLDINGS CENTRE 13-15 YUEN SHUN CIRCUIT SHATIN NT
業務性質 Nature of Business	ELECTRONIC COMPONENTS
法律地位 Status	BODY CORPORATE

生效日期 Date of Commencement	屆滿日期 Date of Expiry	登記證號碼 Certificate No.	登記費及徵費 Fee and Levy
09/06/2012	08/06/2013	15854383-000-06-12-1	$450 (登記費 FEE = $ 0) (徵費 LEVY = $450)

請注意下列《商業登記條例》的規定：

1. 第 6(6)條規定任何業務獲發商業登記證或分行登記證，並不表示該業務或經營該業務的人或受僱於該業務的僱員已遵從有關的任何法律規定。

2. 第 12 條規定各業務須將其有效的商業登記證或有效的分行登記證於每一營業地點展示。

Please note the following requirements of the Business Registration Ordinance:

1. Section 6(6) provides that the issue of a business registration certificate or a branch registration certificate shall not be deemed to imply that the requirements of any law in relation to such business or to the persons carrying on the same or employed therein have been complied with.

2. Section 12 provides that valid business registration certificate or valid branch registration certificate shall be displayed at every address where business is carried on.

繳款時請將此商業/XXX登記證及繳款通知書完整交出。在付款後，本繳款通知書方成為有效的商業/XXX登記證。(請參閱背頁繳款辦法所載內容。)

Please produce this certificate and demand note intact at time of payment. This demand note will only become a valid business/XXXX registration certificate upon payment. (Please see payment instructions overleaf.)

機印所示登記費及徵費收訖。 RECEIVED FEE AND LEVY HERE STATED IN PRINTED FIGURES.

20201 31/05/12 26TST006 000017 CHQ $450.00 S

IRDB101 (12/2010)

FACT

GENERAL LAYOUT PLAN / 分譲区画図

PLOT AREAS

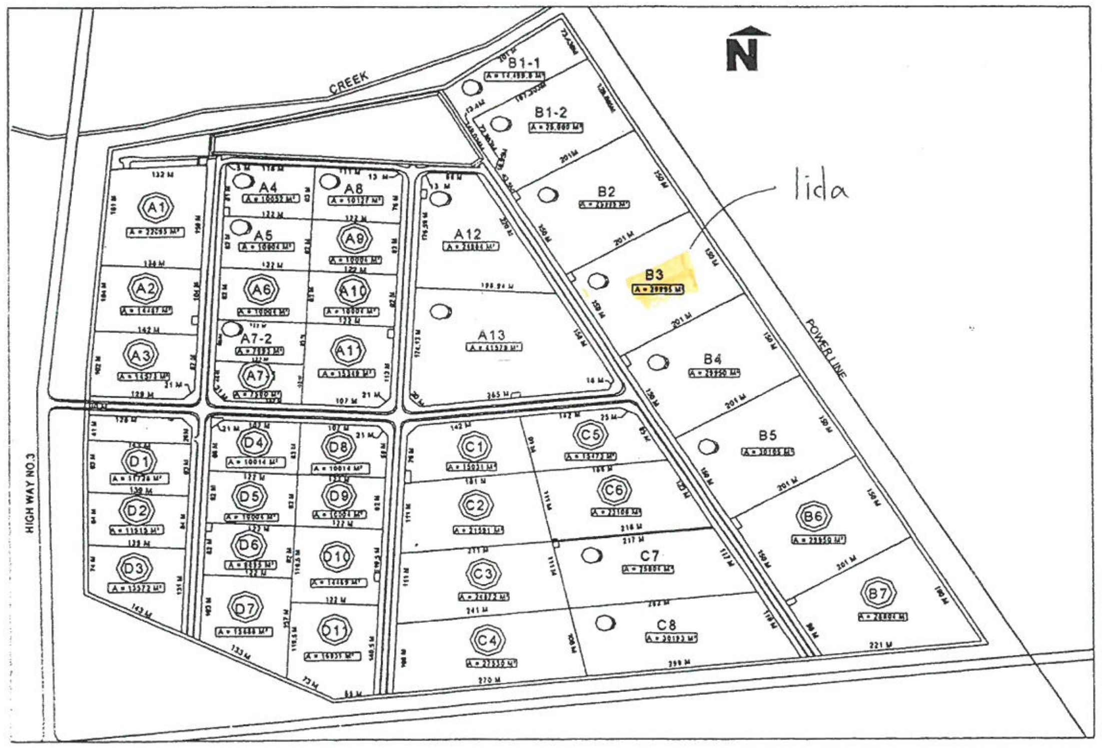
	m²	Status
A-1	22,095.00	sold
A-2	14,466.97	sold
A-3	14,572.53	sold
A-4	10,052.00	hold
A-5	10,004.00	hold
A-6	10,004.00	sold
A-7-1	7,500.00	sold
A-7-2	7,993.00	hold
A-8	10,127.00	hold
A-9	10,004.00	sold
A-10	10,004.00	sold
A-11	15,348.82	sold
A-12	24,984.04	hold
A-13	41579.18	hold
Total	*208,734.54*	

	m²	Status
B-1-1	14,499.80	hold
B-1-2	25,000.00	hold
B-2	29,995.14	hold
B-3	29,995.14	hold
B-4	29,950.59	hold
B-5	30,105.30	hold
B-6	29,950.59	sold
B-7	28,804.43	sold
C-1	15,031.88	sold
C-2	21,591.00	sold
C-3	24,872.00	sold
C-4	27,529.75	sold
C-5	15,473.00	sold
C-6	23,106.15	sold
C-7	25,804.44	hold
C-8	30,192.74	hold
Total	*401,901.95*	

	m²	Status
D-1	11,727.96	sold
D-2	11,515.15	sold
D-3	13,571.83	sold
D-4	10,014.00	sold
D-5	10,004.00	sold
D-6	9,894.52	sold
D-7	15,868.46	sold
D-8	10,014.00	sold
D-9	10,004.00	sold
D-10	14,468.85	sold
D-11	16,931.00	sold
Total	*134,013.77*	

G. Total 744,650.26

◎ sold　　○ hold



※ Dike, wells, water tanks, extension of Sub-roads are not included in the above figures.
上記は貯水槽,井戸,Sub Road の延長部分及び防波堤（法尻からﾌｪﾝｽまで）を差し引いた面積です。

※ Sub-division of the land is possible at the request of the customers.

Sub-Lease Agreement

Mingaladon Industrial Park

This Sub-Lease Agreement (hereinafter referred to as the "Agreement") is made at , on the day of , 2013 between;

1. **Mingaladon Industrial Park Co., Ltd.**, located at Corner of No. 3 Highway Road and Khayebin Road, Mingaladon Township, Yangon, The Republic of the Union of Myanmar (hereinafter referred to as the "Lessor") on the one part.

IIDA ELECTRONICS (MYANMAR) CO., LTD., Located at Plot No. B-3 of Mingaladon Industrial Park, Mingaladon Township, Yangon, The Republic of the Union of Myanmar (hereinafter referred to as the "Lessee") on the other part;

(The Lessor and the Lessee are hereinafter jointly referred to as the "Parties", including any successors by law to replace the "Parties" independently referred to as the "Party".)

NOW, HEREBY MUTUALLY AGREES AS FOLLOWS;

Chapter 1. The Scope of the Agreement

Clause 1. **1.1** The Lessor agrees to lease, and the Lessee agrees to take on the lease, Plot No. B-3 as per the plan attached hereto as Exhibit A, which shall be deemed as an integral part hereof, the land with the total area of 29,995.14 square-meter (hereinafter referred to as the "Land"),in the Mingaladon Industrial Park (hereinafter referred to as "MIP"), for the purpose of Manufacturing of Electronics Manufacturing Service for the period commencing from the issuing date of the Physical Delivery Receipt pursuant to Clause 1.2 below and ending on the date 7th February, 2048 (hereinafter referred to as the "Lease Period").

1.2 Subject to the full payment by the Lessee of the Land Use Premium under Clause 3.1 and **Myanmar Investment Commission's permit**, the land shall be delivered to the Lessee by issuing the Physical Delivery Receipt (hereinafter referred to as the "Receipt") attached hereto as **Exhibit B** by the Lessor provided that the Lessor have confirmed that the Lessee has satisfied all of its obligations stipulated within this Agreement.

1.3 Any costs and expenses, which relates to the execution of this Agreement, of the Land and/or the Lessee's business in the MIP shall be borne by the Lessee.

Chapter 2. Warranty and Representation

Clause 2. Each Party represents and warrants to the other Party that it is a legal person duly authorised under the relevant laws and has the right power, sound financial standing and authority to enter into this Agreement.

Chapter 3. Payment Terms

Clause 3. **3.1** In consideration for the Lessee's right to take on the lease of the Land, the Lessee shall pay the Lessor land use premium (hereinafter referred to as the "**Land Use Premium**") totally amounting to US$ **1,439,766.72 (United States Dollars One Million Four Hundred and Thirty Nine Thousand Seven Hundred Sixty Six and Cents Seventy Two only)** as follows:-

a. FIRST INSTALMENT
The booking fee which has already been received by the Lessor under the Provisional Allotment amounting to **US$143,976.67 (United States Dollars One Hundred and Forty Three Thousand Nine Hundred Seventy Six and Cents Sixty Seven only)** (hereinafter referred to as the "First Instalment") shall be paid appropriated for the First Instalment of 10% (ten percent) of the Land Use Premium on the date of signing of this Agreement.

b. SECOND INSTALMENT
Within 30 days after signing of this Agreement, 50% (fifty percent) of the Land Use Premium amounting to **US$ 719,883.36 (United States Dollars Seven Hundred and Nineteen Thousand Eight Hundred Eighty Three and Cents Thirty Six only)** shall be paid to the Lessor (hereinafter referred to as the "Second Instalment") failing which Lessor shall have the right to terminate this Agreement at its own discretion and the First Instalment shall be forfeited.

c. FINAL INSTALMENT

40% (forty percent) of the Land Use Premium amounting to **US$ 575,906.69 (United States Dollars Five Hundred and Seventy Five Thousand Nine Hundred Six and Cents Sixty Nine only)** (hereinafter referred to as the "Final Instalment") shall be paid to the Lessor by the Lessee either within 4 (four) months after signing of the Agreement or upon the Lessor's issuing of the Receipt whichever comes earlier, failing which the Lessor shall have the right to terminate this Agreement at its own discretion and the First Instalment and the Second Instalment shall be forfeited.

3.2 Each instalment of the Land Use Premium shall only be deemed to be received by the Lessor after the said amounts in full had been remitted and credited to the bank account of the Lessor at the bank designated by the Lessor.

Chapter 4. Annual Land Rent and Other Fees

Clause 4. In addition to the above consideration, the Lessee shall pay the annual land rent (hereinafter referred to as the "Land Rent") on yearly basis at the rate of **US$ 0.30** (thirty cents)per year per one square meter, i.e. **US$ 8,998.54 (United States Dollars Eight Thousand Nine Hundred Ninety Eight and Cents Fifty Four only)** stipulated in Clause 1 herewith as well as the Management Fees and Utility Charges (hereinafter collectively referred to as the "Fees") to be paid in accordance with the estate conditions of the Mingaladon Industrial Park (hereinafter referred to as the "Additional Conditions") attached hereto as **Exhibit C**. The Lessee shall pay the Land Rent to the Lessor each year not later than the 5th day of December of the preceding year.

Clause 5. The Lessee hereby acknowledges and accepts the right of the Lessor to review and change the rate of the Land Rent at the end of every 5 (five) year period at a rate of no more than 15% (fifteen percent) of the previous rate.

Clause 6. **6.1** Whenever the cadastral surveying has been done and found that there is a change of area of the Land which does not conform to the area as stipulated in the Agreement, the Lessor shall inform the Lessee thereof to pay and the Lessee agrees to pay the new amount of the Land Use Premium, the Land Rent and the Fees, based on the adjusted area of the Land from the subsequent date of such notification.

6.2 Subject to Clause 4 hereof, the Lessee and the Lessor agree that the balance of the Land Use Premium, the Land Rent and the Fees for the adjusted part of Land measured by the Lessor during the period from the commencement date of the Lease Period to the date of the notification by the Lessor to the Lessee pursuant to the first paragraph of this Clause 4 shall not be paid or reimbursed.

Chapter 5. Event of Default

Clause 7. If at any time and for any reason, the Lessee be in default in any payment of the Land Use Premium, the Land Rent and the Fees, the Lessee agrees to pay the Lessor the delayed interest at the rate of 18% (eighteen percent) per year for the unpaid portion of the Land Use Premium, the Land Rent and the Fees, as the case may be, until the date on which the payment is actually remitted and credited to the bank account of the Lessor stipulated in Clause 3.2.

Chapter 6. Security of Annual Land Rent

Clause 8. **8.1** The Lessee agrees to provide a security deposit (hereinafter referred to as the "Security") to the Lessor on the date of the signing of this Agreement by means of cash deposit (hereinafter referred to as the "Cash Deposit") equivalent to the amounts of the Land Rent stipulated in Clause 4 and Clause 5 amounting to **US$ 8,998.54 (United States Dollars Eight Thousand Nine Hundred Ninety Eight and Cents Fifty Four only).**

8.2 If the Lessee, having received the Lessor's notice after causing any damages and/or losses to the Lessor or being in default of the Land Rent and the Fees caused by the Lessee, the Lessee agrees that the Lessor is entitled to deduct the amount due from the Cash Deposit.

8.3 If the amount of the Cash Deposit falls below the full amount as prescribed in Clause 8.1 for whatsoever reason, the Lessee shall increase the amount of the Cash Deposit to attain such full amount within 45 (forty five) days from the date of the notification by the Lessor.

8.4 If the Land Rent is changed by the Lessor pursuant to Clause 5 of the Agreement, the Lessee shall increase the amount of the Cash Deposit to attain such full amount within 45 (forty five) days from the date of the notification by the Lessor.

8.5 The Security shall be returned to the Lessee with no interest thereon only if and when this Agreement expires or is terminated and all of the obligations of the Lessee have been deemed to be completed by the Lessee.

Chapter 7: Ownership of Constructed Property and the Lessee's Duties

Clause 9. All facilities and materials on the Land brought by the Lessee shall belong to the Lessee (hereunder referred to as the "Lessee's Properties").

Clause 10. The Lessor acknowledges that the Lessee's Properties except immovable assets may be mortgaged, pledged, or guaranteed against the Lessee's debts with financial institutions or any third parties. The Land lease right granted to the Lessee under this Agreement shall not be mortgaged, pledged or guaranteed for any purpose no matter whatsoever reasons or at any event.

Clause 11. Under Clause 10, the Lessee shall not assign or transfer the right to lease the Land to other persons nor transfer to other persons, in whole or in part, its rights or obligations hereunder nor do anything to endanger the Lessor's rights to the Land nor sublease the Land, without the Lessor's prior written approval which shall be issued at the Lessor's sole discretion and subject to the approval of the Myanmar Investment Commission. In such case, the Lessee shall abide by the Myanmar Companies Act, and other applicable Laws, rules and regulations stipulated by the Government and the relevant authorities.

Clause 12. 12.1 The Lessee shall strictly comply with the laws, rules, and regulations of the Government and local authorities and observe the order of the Lessor or the Lessor's agent, relating to compliance with this Agreement.

12.2 The Lessee shall ensure that his and/or her foreign personnel and their families shall abide by the Laws of the Republic of the Union of Myanmar and they shall not interfere in the internal affairs of the Republic of the Union of Myanmar.

Clause 13. Within the Lease Period, the Lessee permits the Lessor to inspect the factory building and any other building on the Land with the full cooperation of the Lessee.

Clause 14. The Lessee must keep the Land in good condition at his own expense throughout the Lease Period. The Lessee shall be responsible for any damage and losses occasioned to the Lessor from loss of possession of the Land due to intrusion by outsiders, or lose of any right and interest of the Lessor in respect of the Land due to negligence, default or

wilful act of the Lessee, and the Lessee shall accordingly compensate the Lessor in full for such damages and losses.

Clause 15. The Lessee shall bear all taxes, duties and fees charged by the government or local authorities throughout the Lease Period on or relating to the payment of the Land Use Premium, the Land Rent or the Fees and/or its business on the Land.

Clause 16. Should the Lessor suffer damages for whatever reason, directly or indirectly, arising from the performance or non-performance by the Lessee, or its employees, agents, servants or visitors in relation to its business in MIP, the Lessee shall be liable for and shall make full compensation for such damages of whatsoever kind to the Lessor.

Clause 17. **17.1** The Lessee shall complete the construction of the factory building on the Land within the period of 2 (two) years or any longer period approved by the Lessor from the date of the commencement of the Lease.

17.2 Should the Lessee fail to complete the construction work within such period, the Lessee agrees that this event shall constitute a breach of this Agreement, and the Lessor reserves the right to terminate this Agreement pursuant to Chapter 9 set out below and the Lessor shall have the right to re-enter into the said Land.

Clause 18. During the construction of the factory building on the Land, the Lessee shall agree to permit the Lessor or his agent to inspect the construction at all times. The Lease shall provide convenience and cooperative support and follow the Lessor's advice. Should the Lessor consider that any construction is not in accordance with the detailed Additional Conditions, the Lessor is entitled to instruct the Lessee to correct the construction and the Lessee shall make best efforts to observe the Lessor's instruction. If the Lessor considers that the said faults involve an essential element, the Lessor shall have the right to instruct the Lessee to stop the construction immediately. Any delay or damage arising therefrom cannot be claimed by any event for the extension of the construction period and/ or for reimbursement by the Lessor. Should the plan or the details of construction involve any fault the Lessee agree to let the Lessor decide and such decision shall be final.

Clause 19. The Lessee shall strictly abide by the Additional Conditions and other rules and conditions which shall be attached as an integral part of this Agreement. The Lessee shall comply in full with all the clauses contained therein. In the event of the Lessee's failing to do so, the Lessor shall serve a notice demanding the Lessee to observe and perform in

accordance with the Agreement and the Additional Conditions within six months, and if the Lessee still fails to perform fully within that period, the Lessor shall sanction the Lessee in accordance with the codes mentioned in the Additional Conditions, and the Lessor shall have the right to terminate the Agreement at its sole discretion and to claim and receive from the Lessee all damages incurred directly or indirectly therefrom.

Clause 20. In the event of Lessee's failing to perform in accordance with any clause, apart from default of payment as specified in Chapter 5, the Lessor shall send a letter of notice to the Lessee demanding observance of the agreement within a specified period, and if the Lessee still does not fully perform within such period, then the Lessor shall have the right to terminate the Agreement at its sole discretion and to claim and receive from Lessee all damages incurred directly or indirectly therefrom.

<u>Chapter 8. Arbitration</u>

Clause 21. **21.1** If any dispute arises out of this Agreement or any other agreement or document executed in connection with this Agreement, the Parties hereto shall consult with each other in good faith in order to settle such dispute amicably.

21.2 In the event that such dispute can not be settled amicably, it shall be settled in The Republic of the Union of Myanmar by Arbitration, through two arbitrators, each one of whom shall be appointed by each Party. Should the arbitrators fail to reach an agreement, then such dispute shall be referred to an Umpire nominated by those arbitrators. The decision of the arbitrators or the Umpire shall be final and binding upon both Parties.

21.3 The Arbitration proceedings shall in all respects conform to the Myanmar Arbitration Act, 1944 (Myanmar Act No. IV, 1944) or any subsisting statutory modification thereof. The venue of Arbitration shall be in Yangon, the Republic of the Union of Myanmar. The Arbitration fees shall be borne by the losing Party.

<u>Chapter 9. Termination</u>

Clause 22. **22.1** Should the Agreement be terminated for one of the following reasons;

(a) Breach of condition of this Agreement by the other Party without rectification within 30 (thirty) days from the written notification of the other Party,
(b) Force Majeure persisting for more than 6 (six) months after the occurrence thereof,
(c) Incapability of implementing the original aims and object of the Lessee,

the Lessee agrees to stop operations immediately and remove all Lessee's Properties mentioned in Chapter 7 from the Land within 30 (thirty) days from the date of termination and return the Land to the Lessor in good condition. If the Lessee fails to do so, the Lessee agrees to pay the Lessor daily damages calculated as follows;

$$\frac{\text{Land Rent per year at the time of the termination} \times 20}{365}$$

Until the Lessee shall have duly completed such removal and return. Regarding removal of the Lessee's Properties, the Lessee shall bear all related costs of such removal.

22.2 If the Lessee fails to remove such Lessee's Properties or cannot complete the removal, the Lessee shall permit the Lessor to remove such Lessee's Properties and the Lessee shall bear all expenses and damages as mentioned in Clause 22.1 until the day which is deemed by the Lessor as the day of complete removal. In no event shall the Land Use Premium specified in Clause 3 be decreased or refunded due to the termination of the Agreement.

Chapter 10. Notice

Clause 23. Any notice or other communication required to be given or sent hereunder shall be in English and be left or sent by prepaid registered post (airmail, if overseas) or telex or electronic mail or facsimile transmission or international courier to the Party concerned at its address given underneath describing the names and addresses or such address as the Party concerned shall have notified in concurrence with this Clause to the other Party.

Lessor : Name : **Mingaladon Industrial Park Co., Ltd.**
Address : Corner of No.3 Highway Road and Khayebin Road, Mingaladon Township, Yangon, The Republic of the Union of Myanmar.

Lessee : Name : **IIDA ELECTRONICS (MYANMAR) CO., LTD.**
Address : Plot No. B-3, Mingaladon Industrial Park, Corner of No.3 Highway Road& Khayebin Road, Mingaladon Township, Yangon, The Republic of the Union of Myanmar

Chapter 11. Governing Law

Clause 24. **24.1** This Agreement shall be governed by and construed under the Laws of the Republic of the Union of Myanmar and the Parties hereby submit to the jurisdiction of the relevant Court of Myanmar and all Courts competent to hear appeals therefrom.

24.2 .In the event that any provision of the Agreement is deemed invalid, unlawful or unenforceable under any applicable law, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or impaired and this Agreement shall be construed as if such invalid, unlawful or unenforceable provision had never been contained in this Agreement.

Chapter 12. Force Majeure

Clause 25. **25.1** If either Party is temporarily rendered unable wholly or partly by Force Majeure to perform its duties or accept the performance by the other Party under this Agreement, it is agreed that the affected Party shall give notice to the other Party within 14 (fourteen) days after the occurrence of the cause relied upon, giving full particulars in writing of such Force Majeure. The duties of such Party as are effected by such Force Majeure shall, with the approval of the other Party, be suspended during the continuance of the disability so caused, as far as possible, be removed with all reasonable dispatch. Neither Party shall be responsible for delay damage or loss caused by Force Majeure.

25.2 The term Force Majeure shall mean Acts of God, wars, strikes, lock outs, industrial disturbances, explosions, earthquakes, floods, typhoons, fires, storms, lightning and other causes similar to the kind herein enumerated which are beyond the control of either Party and which by exercise of due care and diligence, either Party is unable to overcome.

Chapter 13. Mineral Resources and Treasures

Clause 26. Mineral resources, treasure, gems and other natural resources discovered unexpectedly from, in or under the Land during the Lease Period of the Agreement shall be the property to the Government of the Republic of the Union of Myanmar and the Government of the Republic of the Union of Myanmar shall be at liberty to excavate the aforesaid at any time.

Chapter 11. Governing Law

Clause 24. **24.1** This Agreement shall be governed by and construed under the Laws of the Republic of the Union of Myanmar and the Parties hereby submit to the jurisdiction of the relevant Court of Myanmar and all Courts competent to hear appeals therefrom.

24.2 .In the event that any provision of the Agreement is deemed invalid, unlawful or unenforceable under any applicable law, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or impaired and this Agreement shall be construed as if such invalid, unlawful or unenforceable provision had never been contained in this Agreement.

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Clause 25. **25.1** If either Party is temporarily rendered unable wholly or partly by Force Majeure to perform its duties or accept the performance by the other Party under this Agreement, it is agreed that the affected Party shall give notice to the other Party within 14 (fourteen) days after the occurrence of the cause relied upon, giving full particulars in writing of such Force Majeure. The duties of such Party as are effected by such Force Majeure shall, with the approval of the other Party, be suspended during the continuance of the disability so caused, as far as possible, be removed with all reasonable dispatch. Neither Party shall be responsible for delay damage or loss caused by Force Majeure.

25.2 The term Force Majeure shall mean Acts of God, wars, strikes, lock outs, industrial disturbances, explosions, earthquakes, floods, typhoons, fires, storms, lightning and other causes similar to the kind herein enumerated which are beyond the control of either Party and which by exercise of due care and diligence, either Party is unable to overcome.

Chapter 13. Mineral Resources and Treasures

Clause 26. Mineral resources, treasure, gems and other natural resources discovered unexpectedly from, in or under the Land during the Lease Period of the Agreement shall be the property to the Government of the Republic of the Union of Myanmar and the Government of the Republic of the Union of Myanmar shall be at liberty to excavate the aforesaid at any time.

Chapter 14. Protection of Environment

Clause 27. The Lessee shall be responsible for the protection and preservation of the environment in and around the Land, and shall be able to control pollution of air, water and land and not to cause any environmental degradation. The Lessee shall also take necessary measures in order to make environmental protection such as installation of the waste water treatment plant and other treatment procedures to keep the Land environmental friendly.

Chapter 15. Modification of the Agreement

Clause 28. In the event that any situation or condition arises due to circumstances not envisaged in this Agreement and that it warrants amendments to this Agreement, the Parties hereto shall make necessary negotiations with a view to making such necessary amendments.

Chapter 16. Retransfer of the Land

Clause 29. **29.1** At the end of the Lease Period, the Lessee shall transfer the Land to Lessor within 3 (three) months in good condition, ground damages having been refilled or repaired.

29.2 The Lessee shall have the right to be in possession and ownership of all movable properties which shall be removed at its own costs and/or disposed of within 3 (three) months, not affecting the Lessor's right to claim for the rent up to the date of complete evacuation and damages caused to the Land by the Lessee.

29.3 Notwithstanding the above Clause 29.1, a new agreement for further period may be negotiated and agreed upon between the Parties before the expiry of the Lease Period upon the request of the Lessee.

Chapter 17. Condition Precedent

Clause 30. This Agreement shall become valid upon signing by the Parties hereof and validity of this Agreement shall be subject to and conditional upon receipt of the approval from Myanmar Investment Commission.

This Lease Agreement is made in triplicate having the same contents. Both Parties have read and thoroughly understood this document and the accompanying Additional Conditions of the MIP, and hereunto affix their signatures. Each Party shall keep one copy and the remaining one will be submitted to the official for registration.

The Lessor: On and behalf of
Mingaladon Industrial Park Co., Ltd.

Win Zaw Chairman	Shigeo HANA Managing Director

The Lessee: On the behalf of
IIDA ELECTRONICS (MYANMAR) CO., LTD.

Name : Nobuyuki Miyazaki
Title : Managing Director
In the present of

Name : Myint Naing Designation :Director (Admin & Estate) Address: Department of Human Settlement and Housing Development	Name: Designation : Address:

DRAFT

EXHIBITS

A:SITE PLAN OF MINGALADON INDUSTRIAL PARK
B:PHYSICAL DELIVERY RECEIPT
C:ADDITIONAL CONDITIONS FOR LEASE OF MINGALADON INDUSTRIAL PARK

EXHIBIT-B

PHYSICAL DELIVERY RECEIPT

(The Final Sub-Lease Deed giving effect to Land Use Right)

FOR

PLOT NO. B-3

OF

MINGALADON INDUSTRIAL PARK

MINGALADON INDUSTRIAL PARK CO., LTD.

YANGON

THE REPUBLIC OF THE UNION OF MYANMAR

PHYSICAL DELIVERY RECEIPT

(The Final Sub-Lease Deed giving effect to Land Use Right)

FOR

PLOT NO. B-3

OF

MINGALADON INDUSTRIAL PARK

Physical Delivery Receipt

(The Final Sub-Lease Deed giving effect to Land Use Right)

for Plot No. B-3 of

Mingaladon Industrial Park

Lease Conditions

Plot No.	~ B-3
Area	~ 29,995.14m^2
Rate of Land Use Premium	~ US$ 48.$^{\underline{00}}$/m^2
Land Use Premium Amount	~ US$ 1,439,766.$^{\underline{72}}$
Lease period	~ Until 7th February 2048 with effect from the date of signing of Physical Delivery Receipt

Physical Delivery Receipt

(The Final Sub-Lease Deed giving effect to Land Use Right)

for Plot No. B-3 of

Mingaladon Industrial Park

This Physical Delivery Receipt for Plot No. B-3 of Mingaladon Industrial Park is made and executed on the day of , 2013 between;

Mingaladon Industrial Park Co., Ltd., located at Corner of No. 3 Highway Road & Khayebin Road, Mingaladon Township, Yangon, The Republic of the Union of Myanmar represented by Mr. Shigeo HANA, Managing Director (hereinafter referred to as the "Lessor") on the one part;

and,

IIDA ELECTRONICS (MYANMAR) CO., LTD. located at Plot No. B-3 of Mingaladon Industrial Park, Mingaladon Township, Yangon, The Republic of the Union of Myanmar represented by Mr. Nobuyuki Miyazaki, Managing Director (hereinafter referred to as the "Lessee") on the other part;

(The Lessor and the Lessee are hereinafter jointly referred to as the "Parties", including any successors by law to replace the Parties)

WITNESSETH AS FOLLOWS:

WHEREAS;

1. The Lessor and the Lessee have entered into and executed the Sub-Lease Agreement to lease and take the lease on the land in Mingaladon Industrial Park (referred to as "MIP"), Plot No. B-3 (hereinafter referred to as the "Land"),dated --------------- (hereinafter referred to as the " Agreement");

2. In accordance with the Sub-Lease Agreement, upon the Lessor's confirmation that the Lessee have satisfied all of its obligations stipulated in Clause 3.1. a, b and c, of the Sub-Lease Agreement, the Lessor shall deliver the Land to the Lessee by issuing this Physical Delivery Receipt (hereinafter referred to as the "Receipt").

NOW, THEREFORE, based upon the above mentioned recitals, the Parties hereby have mutually agreed to enter into and implement the Receipt with the following terms and condition

SECTION 1
DELIVERY AND ACCEPTANCE

1.1 In accordance with the Agreement, the Lessor hereby delivers to the Lessee and the Lessee hereby accepts and receives from the Lessor, the Right to lease the Land, located in MIP, as described and marked on the SITE PLAN OF THE MINGALADON INDUSTRIAL PARK attached to the Agreement as Exhibit A.

SECTION 2
RIGHT TO LEASE

2.1 As described within the Agreement, the Lessee's right to lease the Land has legally occurred upon the execution of this Receipt. With the execution thereof, the Lessee is the sole party to take lease on and use the Land.

2.2 Upon execution of this Receipt, the Lessee has no right to exercise any further rights or claims either to the Lessor or to any other party in connection with the Land other than stipulated on the Agreement, and therefore, the Lessee shall be liable for any risk whatsoever over the Land in connection with its usage thereof.

SECTION 3
OBLIGATION OF THE LESSEE

3.1 As of this Receipt, the Lessee can enjoy its right to lease the Land, provided that the Lessee is liable to pay any costs, taxes, Management Fees, Utility Charges, Service Fees, Land Rent, and other related expenses, associated, directly and/or indirectly, with the Lessee's execution of the Agreement and the business of the Lessee in MIP as described within the Agreement.

3.2 Provided that the Lessee has received the delivery of the Right to Lease the Land, the Lessee hereby agrees to fulfill, including but not limited to, the remaining obligations under the Agreement and amendments, if any, to be made in the necessity of the Lessor.

IN WITNESS WHEREOF, the Parties hereto have agreed and signed this Receipt on the date first mentioned above.

THE LESSOR: **Mingaladon Industrial Park Co., Ltd.**

Name :Win Zaw	Name :Shigeo HANA
Title : Chairman	Title : Managing Director

THE LESSEE: **IIDA ELECTRONICS (MYANMAR) CO., LTD.**

Name: Nobuyuki Miyazaki	Name:
Title : Managing Director	Title:

PROVISIONAL ALLOTMENT

FOR

PLOT NO.B-3

OF

MINGALADON INDUSTRIAL PARK

MINGALADON INDUSTRIAL PARK CO., LTD.

YANGON

THE REPUBLIC OF THE UNION OF MYANMAR

Provisional Allotment for Plot No.B-3of Mingaladon Industrial Park

This Provisional Allotment for Plot No. B-3 of Mingaladon Industrial Park is made and issued in on the 24th day of August , 2012 to,

Mingaladon Industrial Park Co., Ltd., located at Corner of No. 3 Highway Road & Khayebin Road, Mingaladon Township, Yangon, The Republic of the Union of Myanmar (hereinafter referred to as the "Lessor");

by,

IIDA ELECTRONICS (TSUSHO) CO., LTD., located at 3-9-3 Sotokanda, Chiyoda- Ku, Tokyo Japan 101-0021, (hereinafter referred to as the "Prospective Lessee");

NOW ALLOTMENT TO THE LESSOR AS FOLLOWS;

1.1 Desire to Lease

The Prospective Lessee hereby issues and submits this Provisional Allotment (hereinafter referred to as the "Allotment") to hold a right to lease a land developed or to be developed in the Mingaladon Industrial Park (hereinafter referred to as the "MIP"), which is an industrial estate located at Mingaladon Township, Yangon, The Republic of the Union of Myanmar, described as **Plot No. B-3** having an area of **29,995.14 square-meter** (hereinafter referred to as the "Land") and marked on the SITE PLAN OF THE MINGALADON INDUSTRIAL PARK, attached as Exhibit A to the Sub-Lease Agreement of MIP (hereinafter referred to as the "Agreement").

2.1 Consideration

In consideration for the Prospective Lessee's right to lease the Land, the total amount payable is **US$ 1,439,766.72 (United States Dollars One Million Four Hundred and Thirty Nine Thousand Seven Hundred Sixty Six and Cents Seventy Two only)** (hereinafter referred to as the "Land Use Premium"), as indicated at Chapter 3 as Payment Terms (hereinafter referred to as the "Payment Terms"), in the Agreement.

2.2 Booking Fee

In accordance with the Payment Terms, the Prospective Lessee shall pay to the Lessor 10% (ten percent) of the Land Use Premium as a Booking Fee, within 30 days from the date of signing by both parties, the amount of **US$ 143,976.67 (United States Dollars One Hundred and Forty Three Thousand Nine Hundred Seventy Six and Cents Sixty Seven only)** (hereinafter referred to as the "Booking Fee") provided that the Lessor accepts this Allotment, at his sole discretion, which and thereby shall inform to the Prospective Lessee, accompanied with detailed payment instructions for the Booking Fee, which is refundable only in the event of the stipulation at 3.2 herein. Booking Fee shall be allotted to the first instalment of the Payment Terms at the signing of the Agreement.

3.1 Reservation Period

Provided that this Allotment is accepted by the Lessor pursuant to 2.2 hereinabove, the Lessor shall hold the Plot described hereto as 1.1, up to 120 days from the date of the acceptance of this Allotment by the Lessor (hereinafter referred to as the "Reservation Period").

3.2 Cancellation of Allotment

The Lessor reserves the right to cancel this Allotment for any reason whatsoever at his sole discretion and the Prospective Lessee agrees that the Lessor reserves such right. In case this Allotment is terminated by the Lessor within the Reservation Period, the Lessor shall refund the Booking Fee without Interest with a written notice of termination of this Allotment to the Prospective Lessee.

3.3 Result of Expiration of Allotment

In the event that the Prospective Lessee fails to enter into the Agreement within the Reservation Period for whatever reason, the Lessor is entitled to forfeit the Booking Fee and shall not have any obligation(s) to the Prospective Lessee in whatsoever kind from the expiration of the Reservation Period, including but not limited to the reservation of the Land.

4.1 Notices

Any correspondence to the Prospective Lessee's address contained herein or to an address which the Lessor has been informed of in writing, will be deemed to be lawfully delivered and to be received and acknowledged by the Prospective Lessee on the date which the document should normally reach such address.

5.1 Assignment

In any event, should the Prospective Lessee desires to assign this valid Allotment to a third party, the Prospective Lessee agrees that such assignment of this Allotment is subject to prior written approval by the Lessor at his sole discretion.

6.1 Subordination

Notwithstanding whatever is stipulated herein, in the event that the Prospective Lessee enters into the Lease Agreement for the Land, this Allotment shall thereupon be terminated.

7.1 Expenses

The Prospective Lessee must bear all taxes, duties and fees charged by the government and/or local authorities and any other related expenses regarding this Allotment.

8.1 Amendments

The Prospective Lessee hereby acknowledges and accepts the fact that the Allotment is subject to change due to instructions made by local authorities of the Republic of the Union of Myanmar. The changes will be notified in writing manner, when applicable.

9.1 Others

One (1) set of this Allotment shall be submitted by the Prospective Lessee to the Lessor. After being reviewed and accepted by the Lessor, the Lessor shall execute the Allotment and send a copy of the executed Allotment to the Prospective Lessee for record purposes, and the executed date shall constitute the commencement date for the Reservation Period of this Allotment.

On the date first mentioned above;

THE PROSPECTIVE LESSEE: **IIDA ELECTRONICS (TSUSHO) CO., LTD.**

Name : Nobuyuki Miyazaki

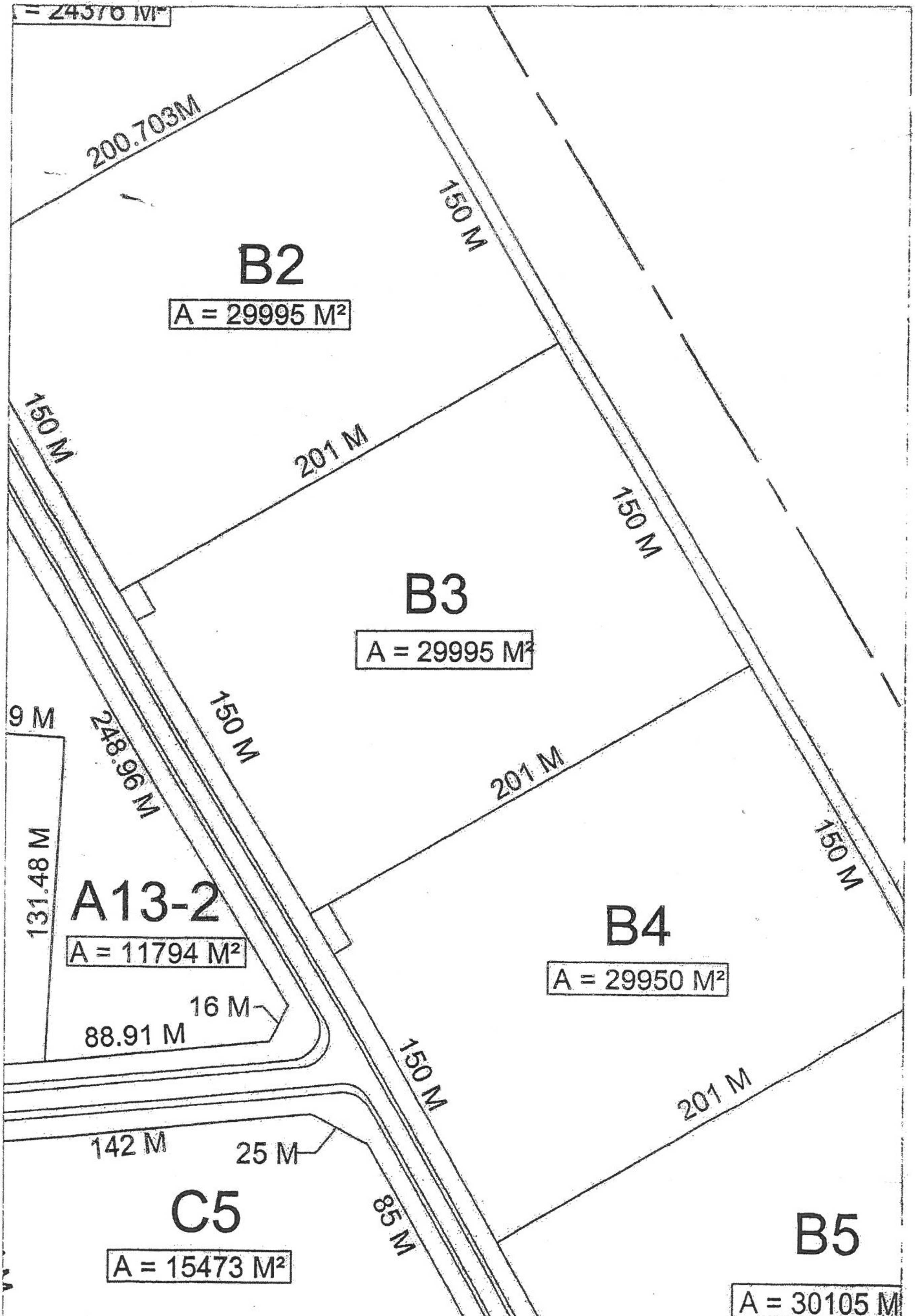
Title : Senior Executive Director

ACCEPTED BY THE LESSOR ON THE DATE OF ------------------------------------

THE LESSOR: **Mingaladon Industrial Park Co., Ltd.**

Name : Shigeo HANA

Title : Managing Director



= 24376 M²
200.703M
150 M
B2
A = 29995 M²
150 M
201 M
150 M
B3
A = 29995 M²
9 M
248.96 M
150 M
201 M
150 M
131.48 M
A13-2
A = 11794 M²
B4
A = 29950 M²
16 M
88.91 M
150 M
201 M
142 M
25 M
C5
85 M
A = 15473 M²
B5
A = 30105 M

**ADDENDUM TO PROVISIONAL ALLOTMENT
BETWEEN
MINGALADON INDUSTRIAL PARK CO., LTD.
AND
IIDA ELECTRONICS (TSUSHO) CO., LTD.
FOR THE LEASE OF PLOT NO. B-3
INSIDE MINGALADON INDUSTRIAL PARK**

This Addendum (hereinafter referred to as "Addendum") to Provisional Allotment is made and issued in Yangon on the 21 day of December 2012,

by and between

Mingaladon Industrial Park Co., Ltd., located at Corner of No. (3) Highway and Khayebin Road, Mingaladon Township, Yangon, The Republic of the Union of Myanmar, (hereinafter referred to as **"Lessor"** on the one part,

and

Iida Electronics (Tsusho) Co., Ltd., whose address is 3-9-3 Sotokanda, Chiyoda-Ku, Tokyo Japan 101-0021.(hereinafter referred to as **"Prospective Lessee"**) on the other part;

WHEREAS: The Lessor and the Prospective Lessee previously entered into the Provisional Allotment for the Lease of Plot No. B-3, having an area of 29,995.14 square-meters inside Mingaladon Industrial Park on the 24th day of August 2012;

WHEREAS: After the execution of the Provisional Allotment, there may have been some delay in attaining the Investment Permit issued by Myanma Investment Commission on the part of the Prospective Lessee;

WHEREAS: The Prospective Lessee has already paid 10% (ten percent) of the Land Use Premium as the Booking Fee amounting **US$ 143,976.67 (United State Dollars One Hundred and Forty Three Thousand Nine Hundred Seventy Six and Cents Sixty Seven only)** to the Lessor.

WHEREAS: The Prospective Lessee also would like to extend the Reservation Period mentioned in the Clause No. 3.1 of the Provisional Allotment for the delay in attaining the Investment Permit issued by Myanma Investment Commission.

WHEREAS: The Lessor also requires granting an opportunity for the Prospective Lessee to continue trying to get the Investment Permit for future mutual benefits.

NOW THEREOF, in consideration of the promises and mutual covenants set forth, the Parties hereby agreed to make additional terms and conditions to the said Provisional Allotment as follows:

1. In consideration of the right of the Prospective Lessee after the Payment of the Booking Fee for the proposed Land, the Lessor shall hold the proposed Land up to (120) days as Reservation Period as mentioned in the Clause No. 3.1 of the

Provisional Allotment from the date of the Lessor's Acceptance of the Provisional Allotment. However, in consideration for the future mutual benefits between the Lessor and the Prospective Lessee, the Lessor may wait and hold the proposed Land for another (120) days or any longer period negotiated and agreed by the Lessor.

2. After the period mentioned in the above clause, in the event that the Prospective Lessee fails to enter into Sub-Lease Agreement and to attain the Investment Permit issued by Myanma Investment Commission, the Lessor shall refund the Booking Fee without interest to the Prospective Lessee.
3. Consequently, the Provisional Allotment already made for the said Land shall be null and void, and the Allotment shall be cancelled.
4. The said Land shall no longer be hold for the Prospective Lessee.
5. The Prospective Lessee must bear any related expenses regarding the refund of the Booking Fee.

Both Parties have read, understood and agreed to the terms and conditions of this Addendum as set forth herein.

On behalf of
Mingaladon Industrial Park Co., Ltd.

Name: Shigeo HANA
Title: Managing Director
Date:

On behalf of
Iida Electronics (Tsusho) Co., Ltd.

Name: Nobuyuki Miyazaki
Title: Senior Executive Director
Date:

**LAST ADDENDUM TO PROVISIONAL ALLOTMENT
BETWEEN
MINGALADON INDUSTRIAL PARK CO., LTD.
AND
IIDA ELECTRONICS (TSUSHO) CO., LTD.
FOR THE LEASE OF PLOT NO. B-3
INSIDE MINGALADON INDUSTRIAL PARK**

This Addendum (hereinafter referred to as "Addendum") to Provisional Allotment is made and issued in YANGON on the 23 day of APRIL 2013,

by and between

Mingaladon Industrial Park Co., Ltd., located at Corner of No. (3) Highway and Khayebin Road, Mingaladon Township, Yangon, The Republic of the Union of Myanmar, (hereinafter referred to as **"Lessor"** on the one part,

and

Iida Electronics (Tsusho) Co., Ltd., whose address is 3-9-3 Sotokanda, Chiyoda- Ku, Tokyo Japan 101-0021. (hereinafter referred to as **"Prospective Lessee"**) on the other part;

WHEREAS: The Lessor and the Prospective Lessee previously entered into the Provisional Allotment for the Lease of Plot No B-3, having an area of 29,995.14 square-meters inside Mingaladon Industrial Park on the 24th day of August 2012;

WHEREAS: After the execution of the Provisional Allotment, there may have been some delay in attaining the Investment Permit issued by Myanma Investment Commission on the part of the Prospective Lessee;

WHEREAS: The Prospective Lessee has already paid 10% (ten percent) of the Land Use Premium as the Booking Fee amounting **US$ 143,976.67 (United States Dollars One Hundred and Forty Three Thousand Nine Hundred Seventy Six and Cents Sixty Seven only)** to the Lessor.

WHEREAS: The Reservation Period mentioned in the Provisional Allotment had been expired on 23rd December 2012.

HENCE: The Prospective Lessee also would like to extend the Reservation Period mentioned in the Clause No. 3.1 of the Provisional Allotment for the delay in attaining the investment permit issued by Myanmar Investment Commission, and the Lessor has granted an opportunity to extend the Reservation Period for another (120) days which will be expired on 23rd April 2013 (totally 240 days) for the Prospective Lessee to continue trying to get the Investment Permit for future mutual benefits.

WHEREAS: The Prospective Lessee puts its best effort to attain the Investment Permit; there are some inevitable delays. As the result, the extension of Reservation Period will be expired again on 23rd April 2013.

NOW THEREOF, in consideration of the promises and mutual covenants set forth, the Parties hereby agreed to make additional terms and conditions to the said Provisional Allotment as follows:

1. In consideration of the effort and performance of the Prospective Lessee in trying to attain the Investment, the Lessor shall grant another opportunity to extend more Reservation Period of another additional (120) days (totally 360 days from the date of signing of Provisional Allotment) for the future mutual benefits between the Lessor and the Prospective Lessee.
2. Accordingly, the Lessor may wait and hold the proposed Land for the whole Reservation Period mentioned above or any longer period negotiated and agreed by the Lessor.
3. After the period mentioned in the above clause, the Lessor shall review and reconsider the effort and performance of the Prospective Lessee.
4. In the event that the effort and performance of the Prospective Lessee is not satisfactory for the Lessor, and the Prospective Lessee fails to enter into Sub-Lease Agreement and to attain the Investment Permit issued by Myanma Investment Commission, the Lessor shall refund the Booking Fee without interest to the Prospective Lessee.
5. Consequently, the Provisional Allotment already made for the said Land shall be null and void, and the Allotment shall be cancelled.
6. The said Land shall no longer be hold for the Prospective Lessee.
7. The Prospective Lessee must bear any related expenses regarding the refund of the Booking Fee.

Both Parties have read, understood and agreed to the terms and conditions of this Addendum as set forth herein.

On behalf of
Mingaladon Industrial Park Co., Ltd.

Shigeo Hana

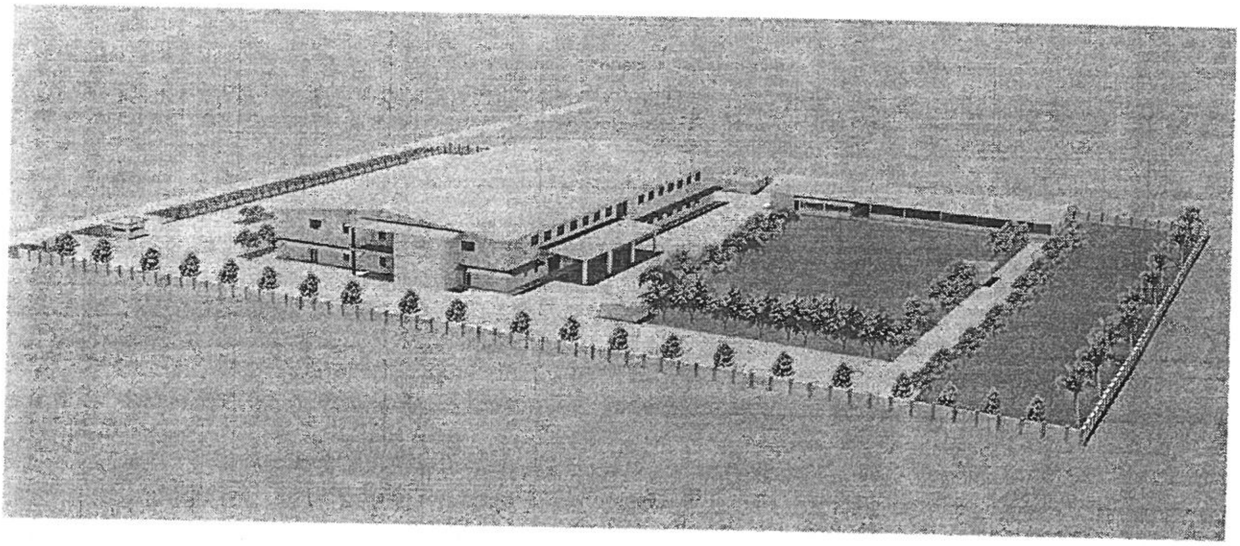
Name: Shigeo HANA
Title: Managing Director
Date:

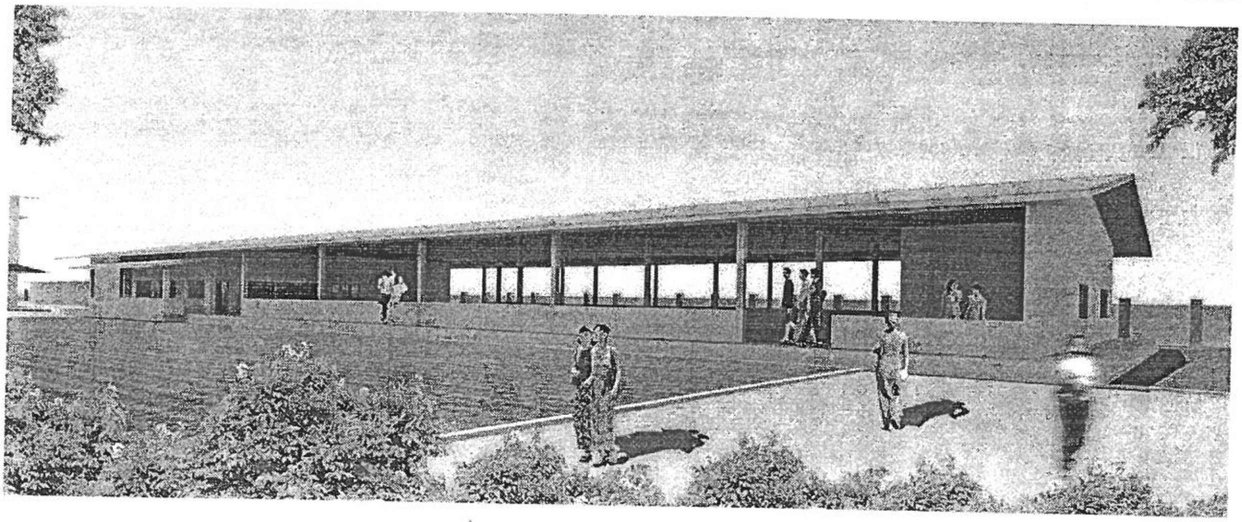
On behalf of
Iida Electronics (Tsusho) Co., Ltd.

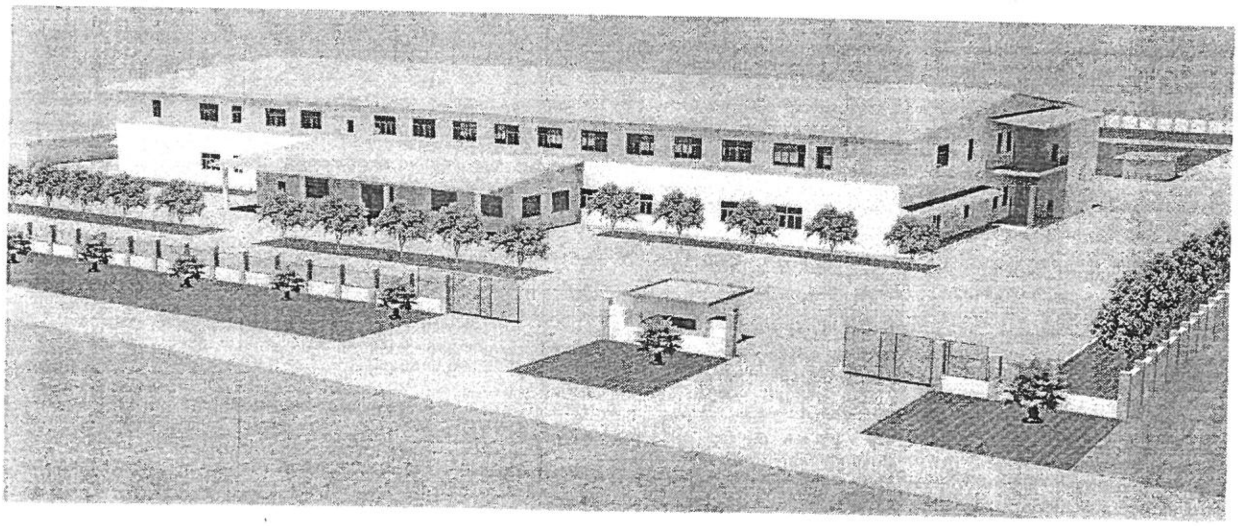
N. Miyazaki

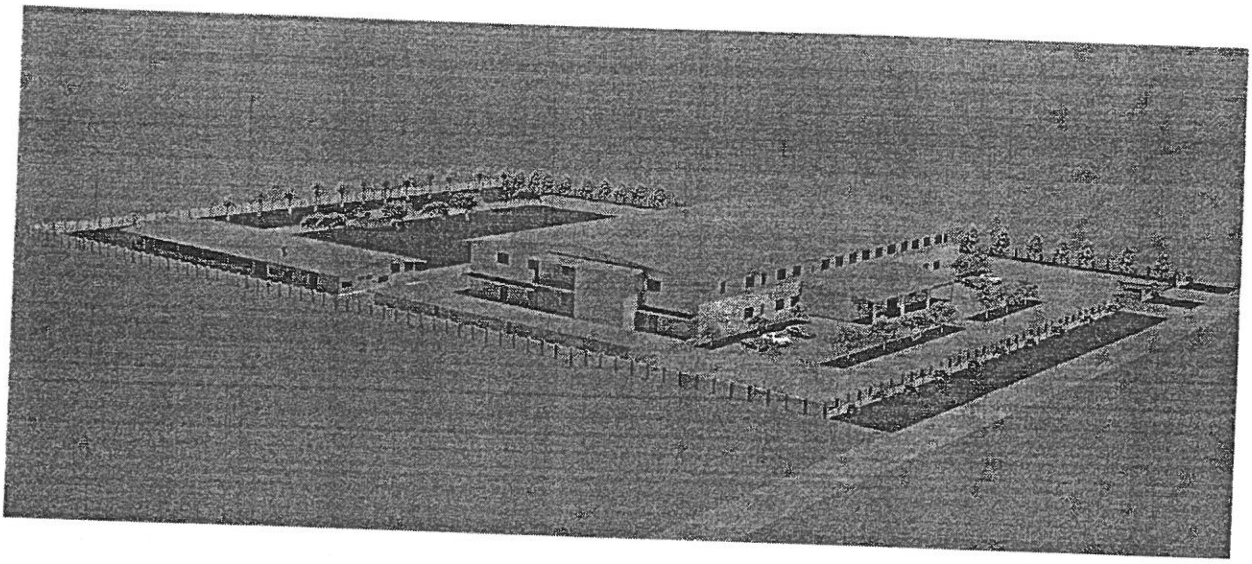
Name: Nobuyuki Miyazaki
Title: Senior Executive Director
Date: 12/April/2013

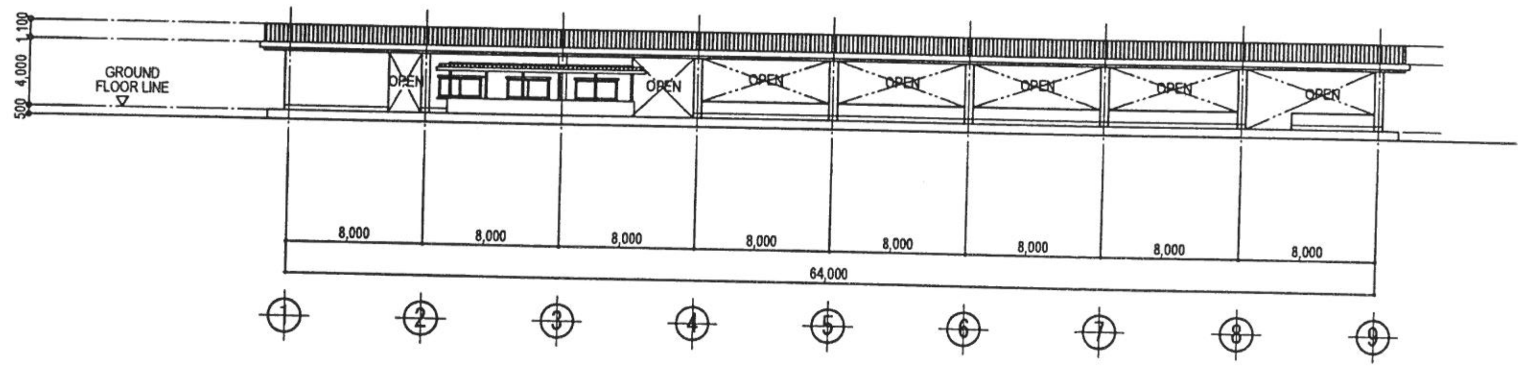
N. M.



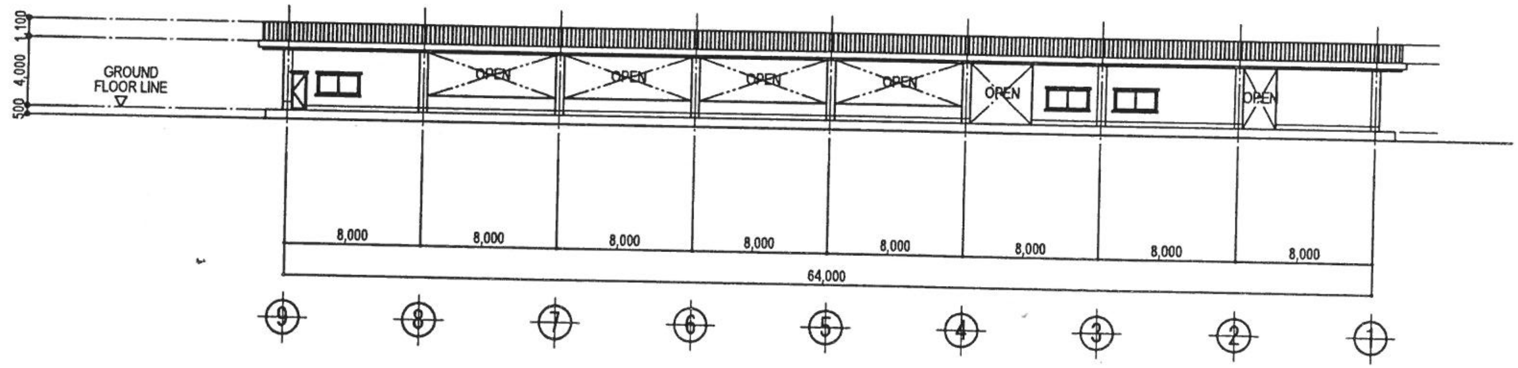








(A) ELEVATION

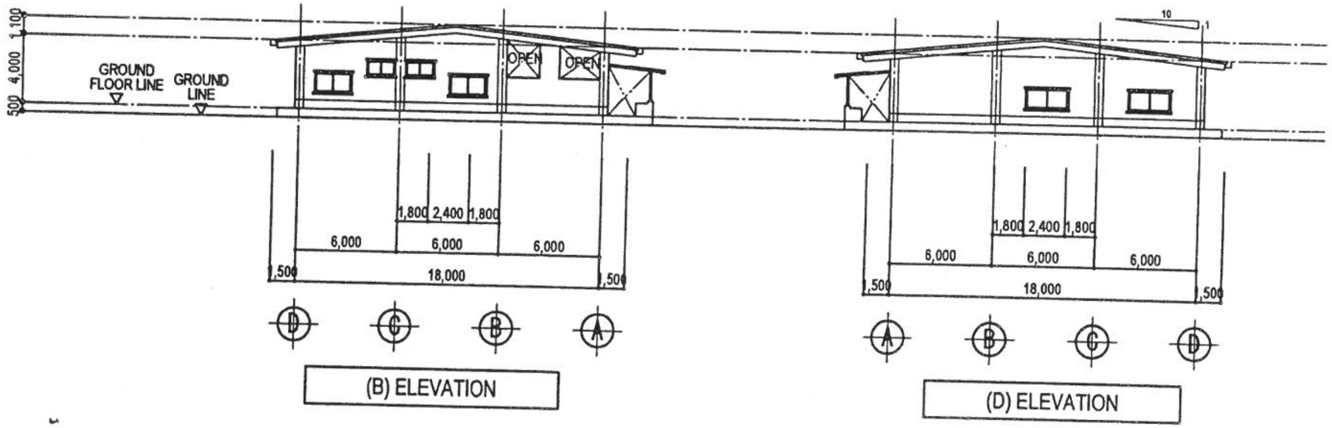


(C) ELEVATION

The Tokyo Enterprise Co, Ltd

YANGON OFFICE
NO.32, Pyay Road,6 miles,
Hlaing Township, Yangon, Myanmar
Tel.: 95-1-514388,502446,513101
Fax,:95-1-513102

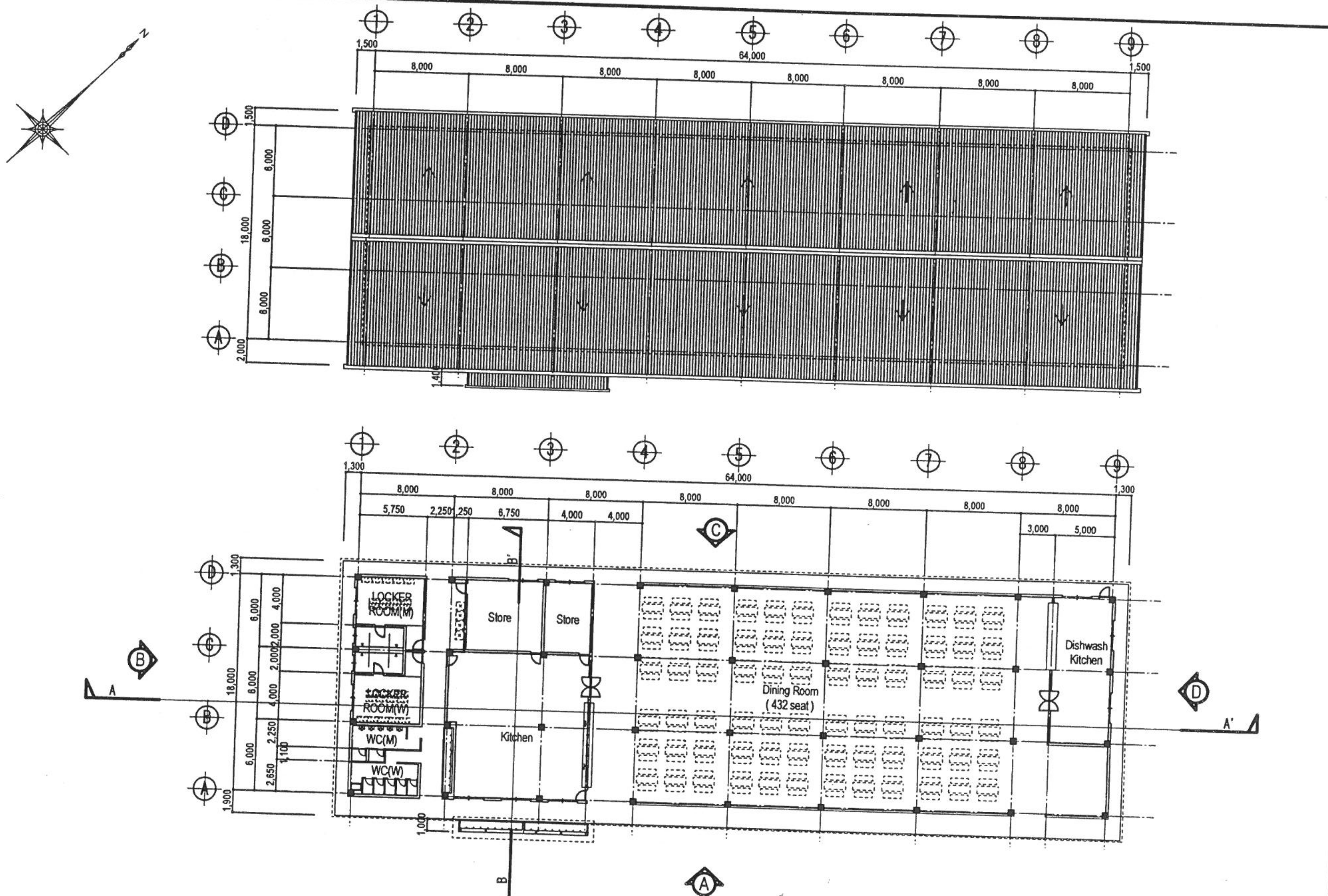
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			Scale :	1 : 300
Title : (A) ELEVATION	Drawn by	KANEDA	Drawing No.	-
			Rev. No.	-



The Tokyo Enterprise Co., Ltd

YANGON OFFICE
NO.32, Pyay Road,6 miles,
Hlaing Township, Yangon, Myanmar
Tel.: 95-1-514388,502446,513101
Fax,:95-1-513102

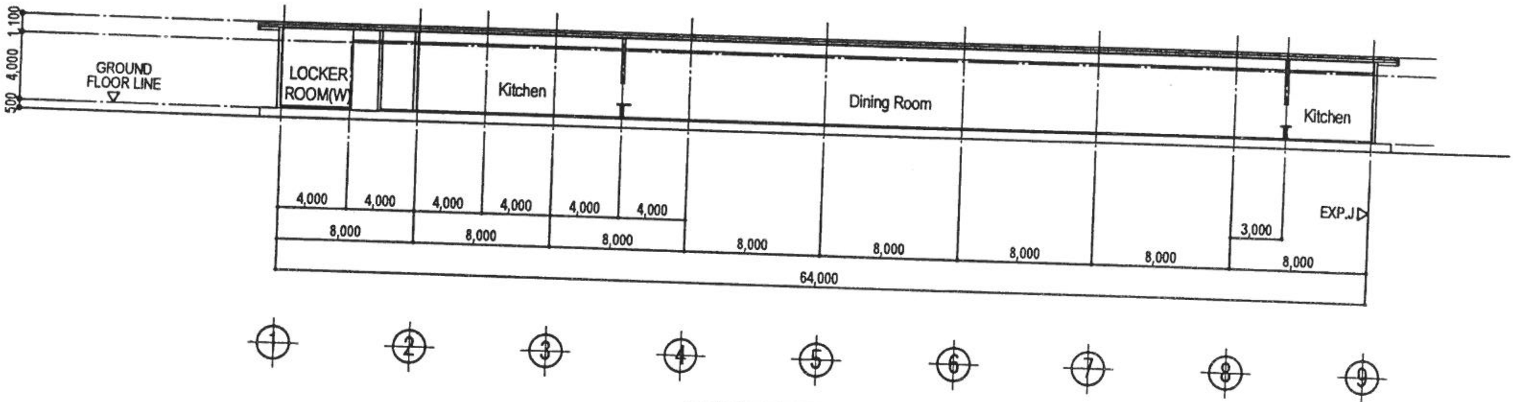
Project : IIDA ELECTRONICS (MYANMAR) CO., LTD.	Approved by	MR. HANA	Date :	21/07/2013
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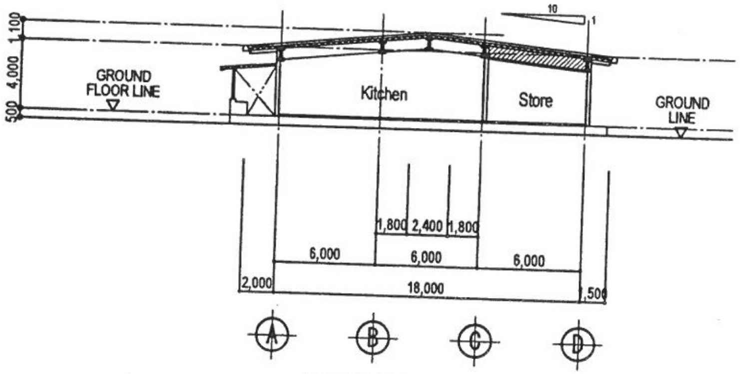
The Tokyo Enterprise Co. Ltd

YANGON OFFICE
NO.32, Pyay Road,6 miles,
Hlaing Township, Yangon , Myanmar
Tel.: 95-1-514388,502446,513101
Fax.:95-1-513102

Project : IIDA ELECTRONICS (MYANMAR) CO., LTD.	Approved by	MR. HANA	Date :	21/07/2013
Title : GROUND FLOOR PLAN	Drawn by	KANEDA	Scale :	1 : 300
			Drawing No.	-
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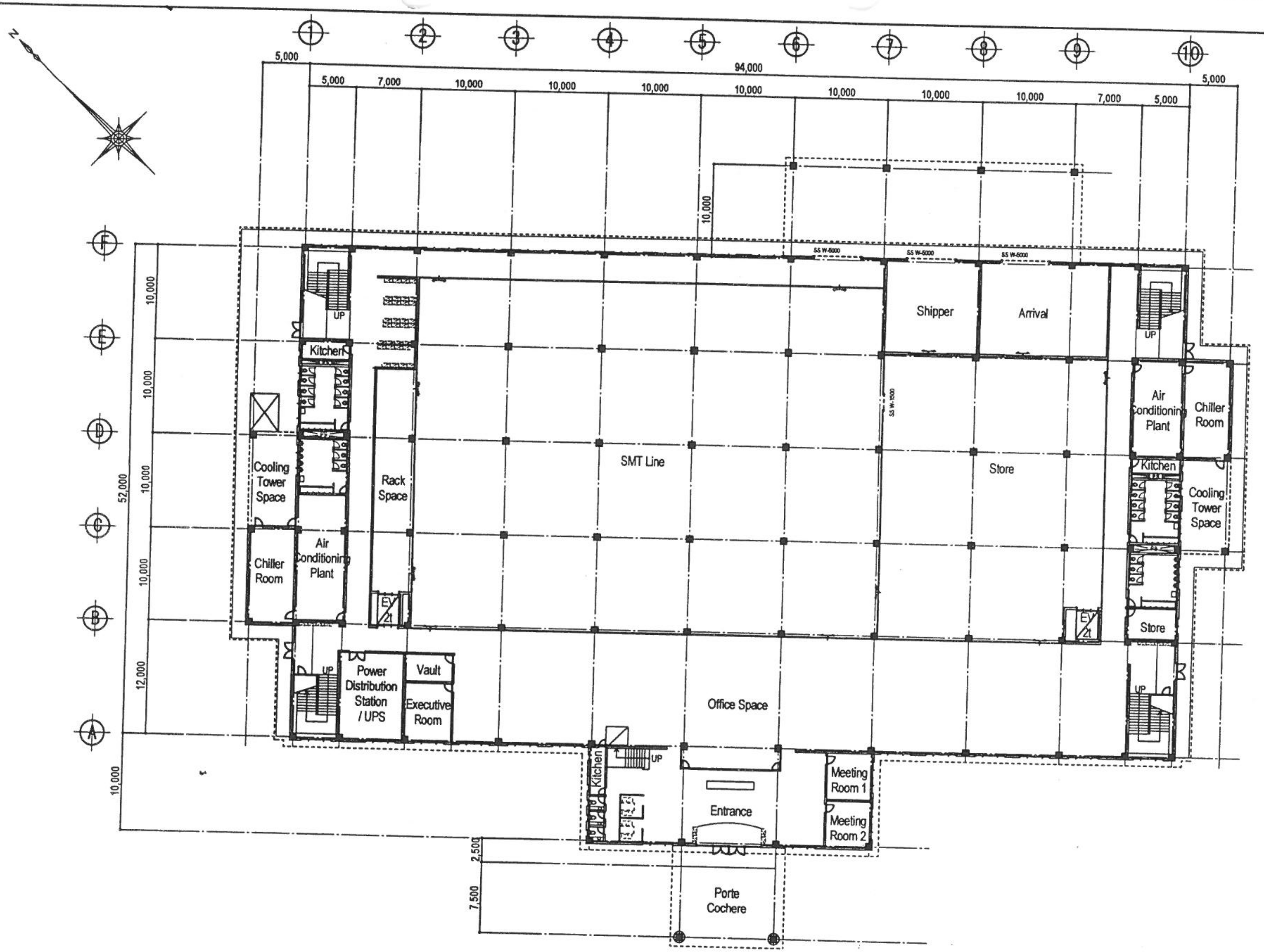


A-A' SECTION



B-B' SECTION

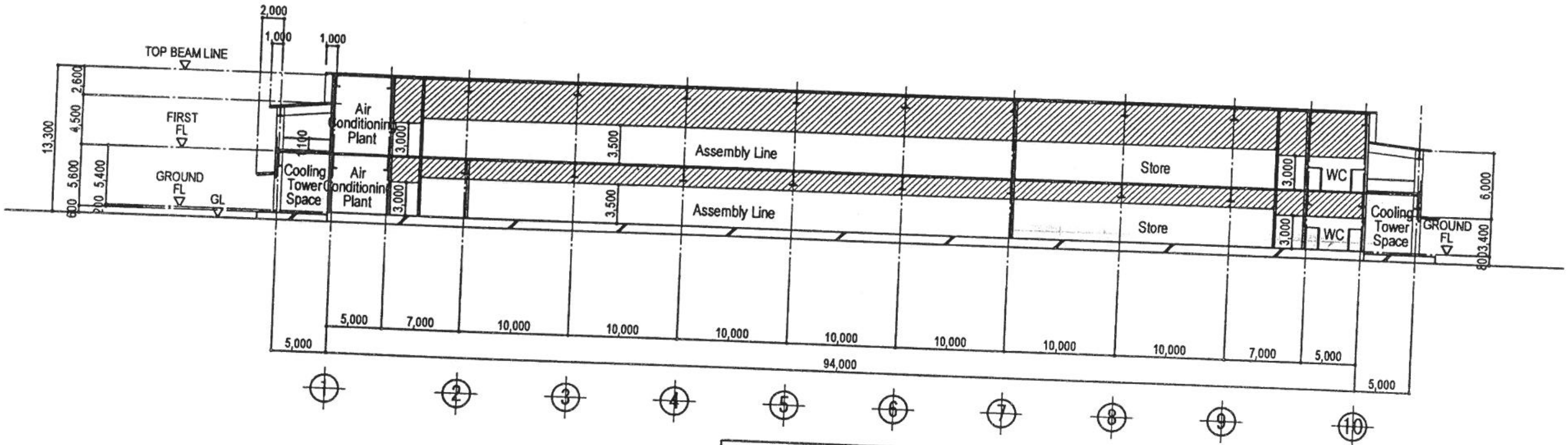
The Tokyo Enterprise Co. Ltd	YANGON OFFICE NO.32, Pyay Road,6 miles, Hlaing Township, Yangon, Myanmar Tel.: 95-1-514388,502446,513101 Fax,:95-1-513102	Project : IIDA ELECTRONICS (MYANMAR) CO., LTD.	Approved by	MR. HANA	Date :	21/07/2013
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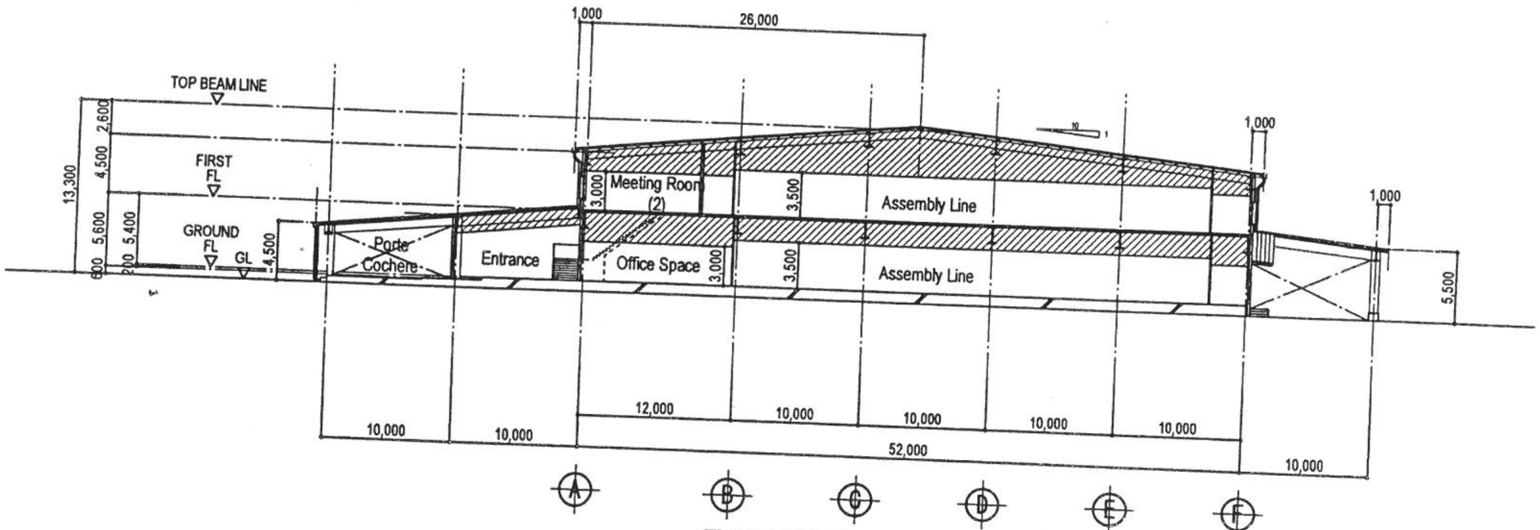
The Tokyo Enterprise Co., Ltd

YANGON OFFICE
NO.32, Pyay Road,6 miles,
Hlaing Township, Yangon, Myanmar
Tel.: 95-1-514388,502446,513101
Fax,:95-1-513102

Project : IIDA ELECTRONICS (MYANMAR) CO., LTD.	Approved by	MR. HANA	Date : 30/5/2013
			Scale : 1 : 400
Title : GROUND FLOOR PLAN	Drawn by	KANEDA	Drawing No. –
			Rev. No. –



A-A' SECTION

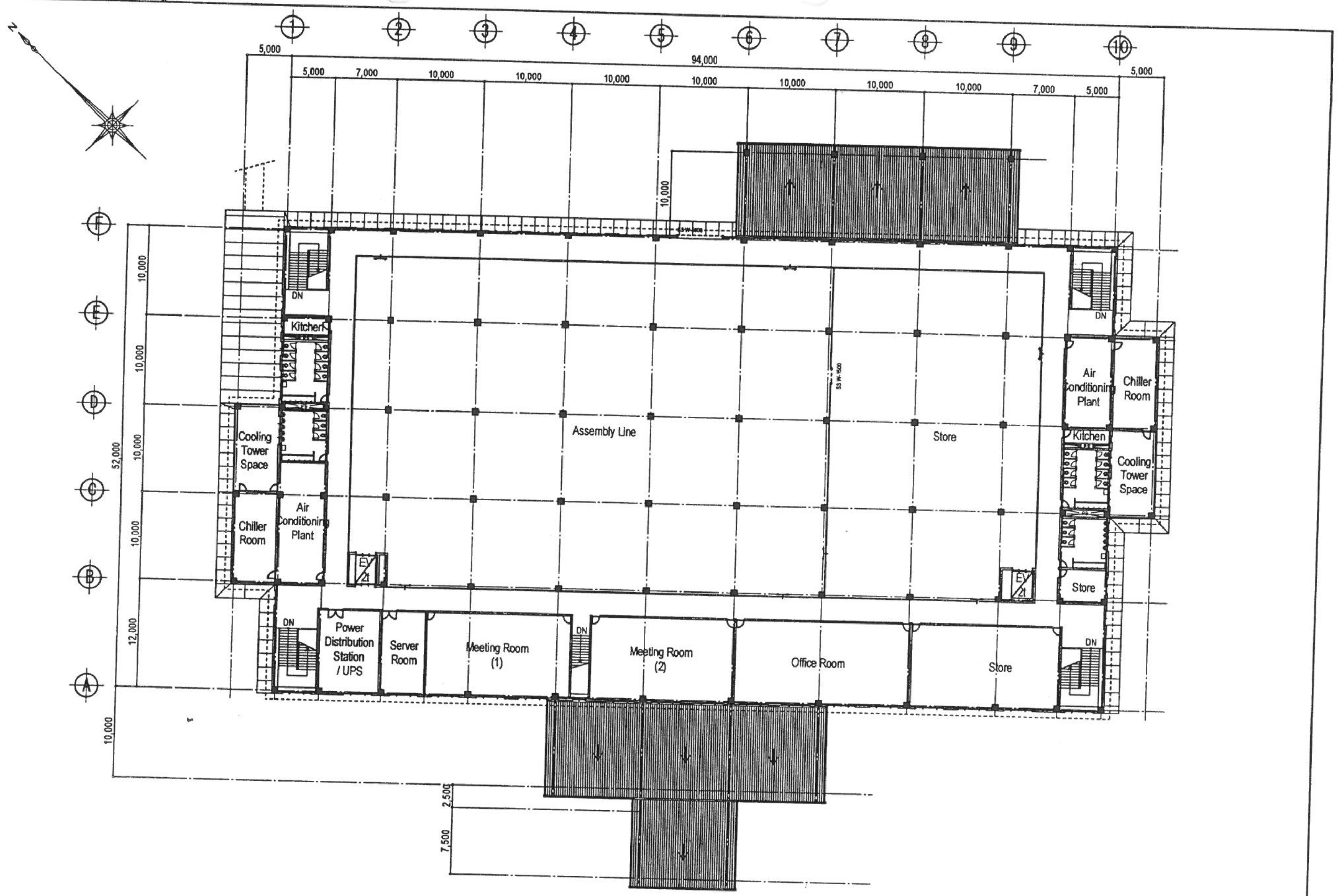


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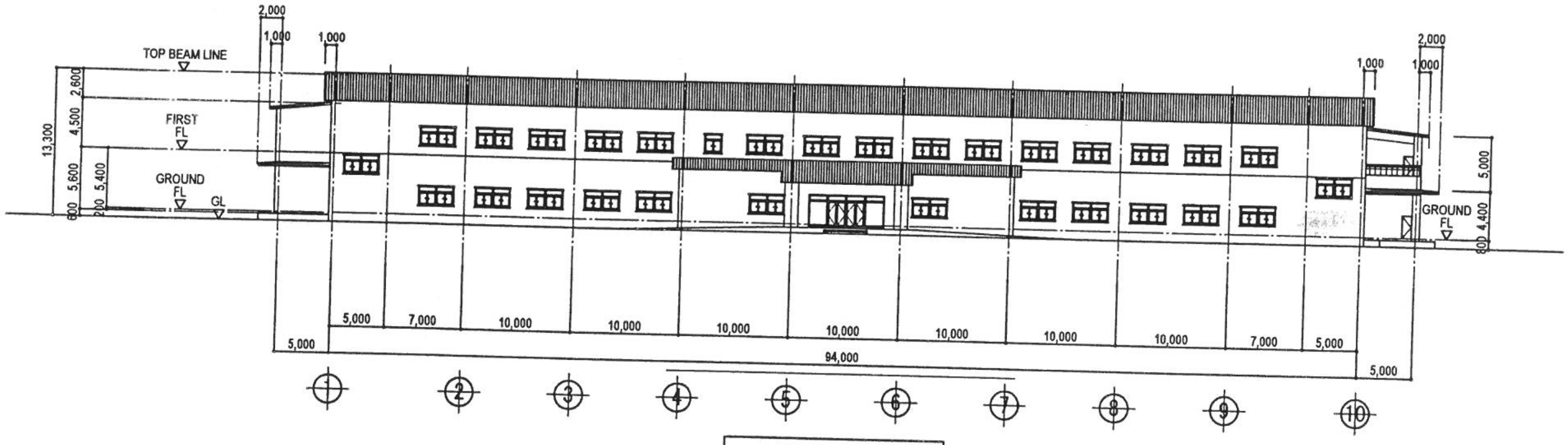
The Tokyo Enterprise Co, Ltd

YANGON OFFICE
NO.32, Pyay Road,6 miles,
Hlaing Township, Yangon, Myanmar
Tel.: 95-1-514388,502446,513101
Fax.:95-1-513102

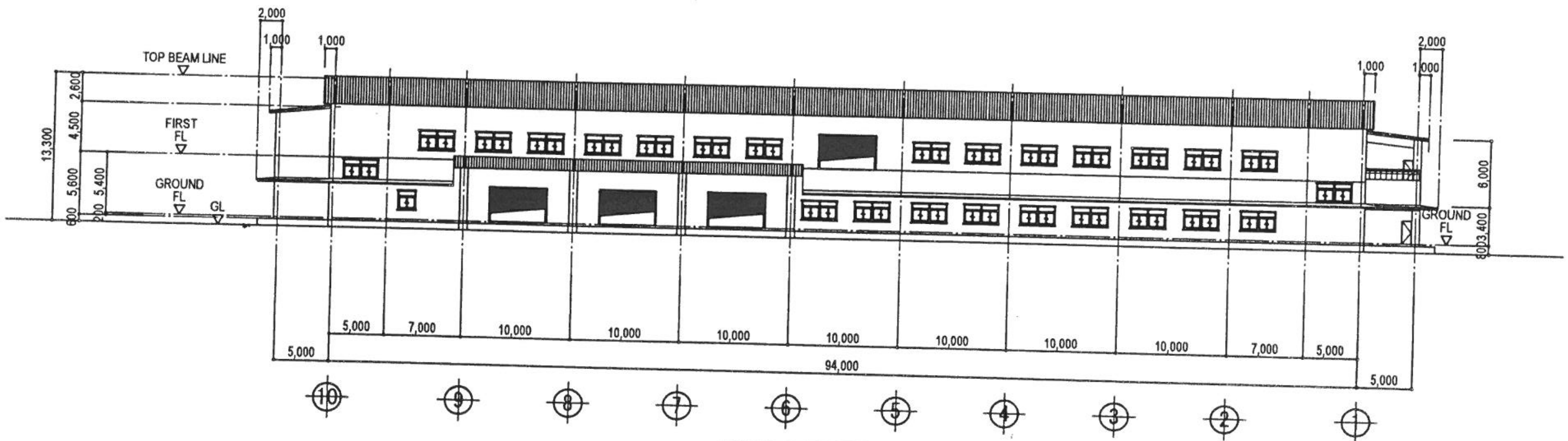
Project : IIDA ELECTRONICS (MYANMAR) CO., LTD.	Approved by	MR. HANA	Date :	30/5/2013
Title : SECTION			Scale :	1 : 400
	Drawn by	KANEDA	Drawing No.	-
			Rev. No.	-



The Tokyo Enterprise Co. Ltd	YANGON OFFICE NO.32, Pyay Road,6 miles, Hlaing Township, Yangon , Myanmar Tel.: 95-1-514388,502446,513101 Fax,:95-1-513102	Project : IIDA ELECTRONICS (MYANMAR) CO., LTD.	Approved by	MR. HANA	Date : 30/5/2013
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(A) ELEVATION

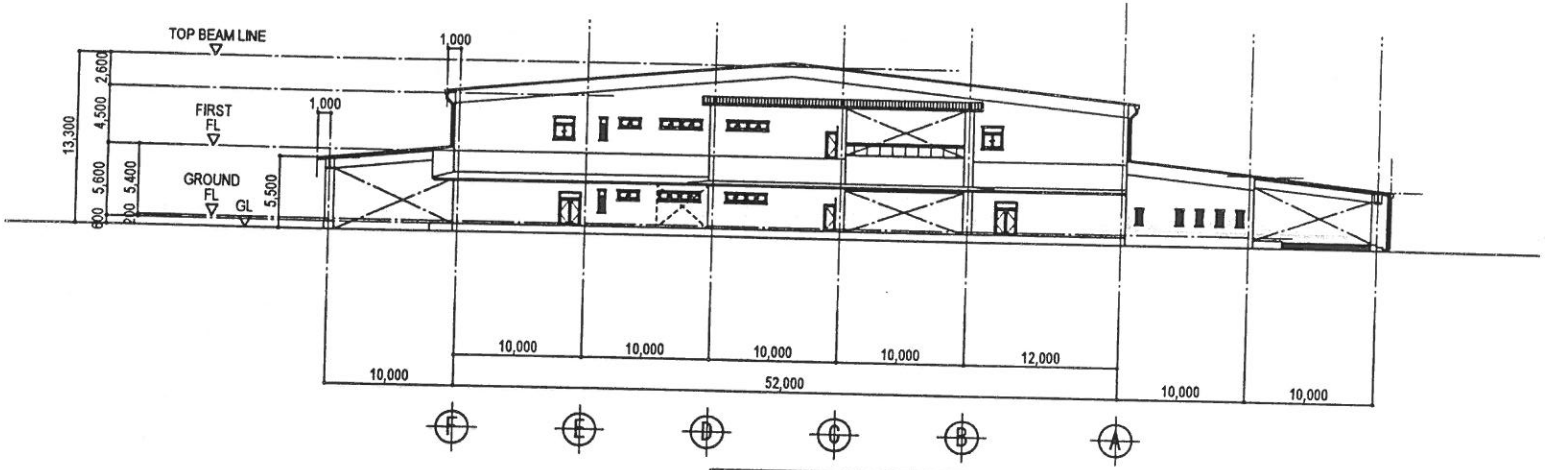


(C) ELEVATION

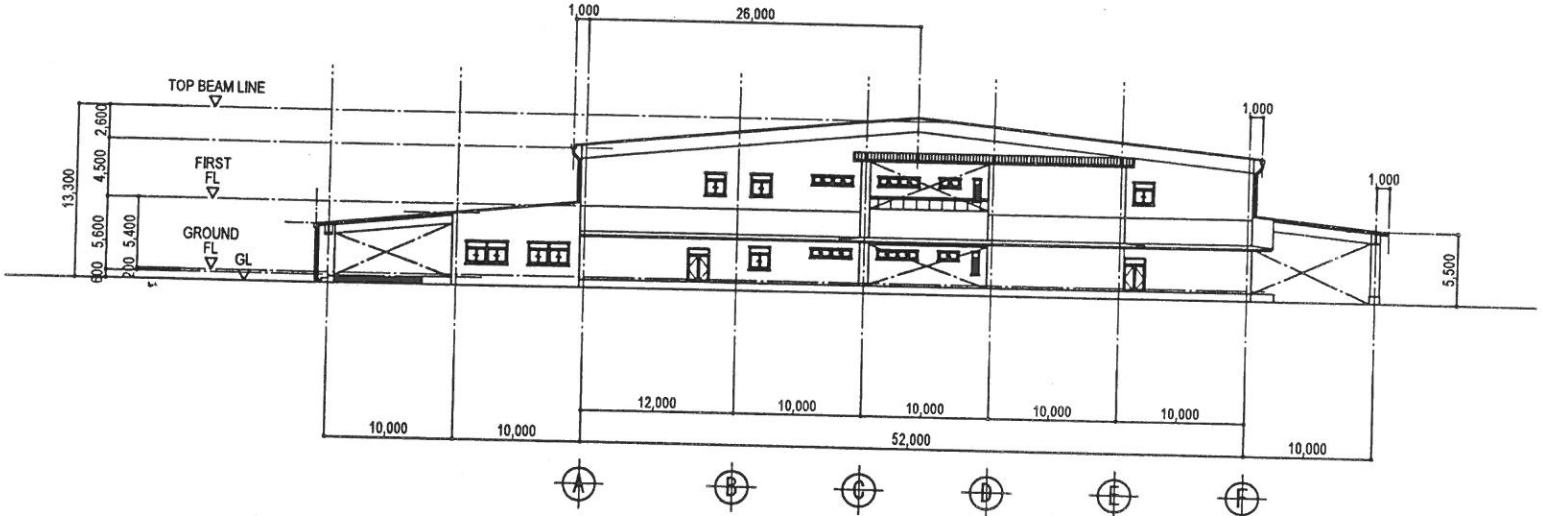
The Tokyo Enterprise Co. Ltd

YANGON OFFICE
NO.32, Pyay Road,6 miles,
Hlaing Township, Yangon, Myanmar
Tel.: 95-1-514388,502446,513101
Fax,:95-1-513102

Project : IIDA ELECTRONICS (MYANMAR) CO., LTD.	Approved by	MR. HANA	Date :	30/5/2013
Title : (A) (C)ELEVATION			Scale :	1:400
	Drawn by	KANEDA	Drawing No.	"
			Rev. No.	"



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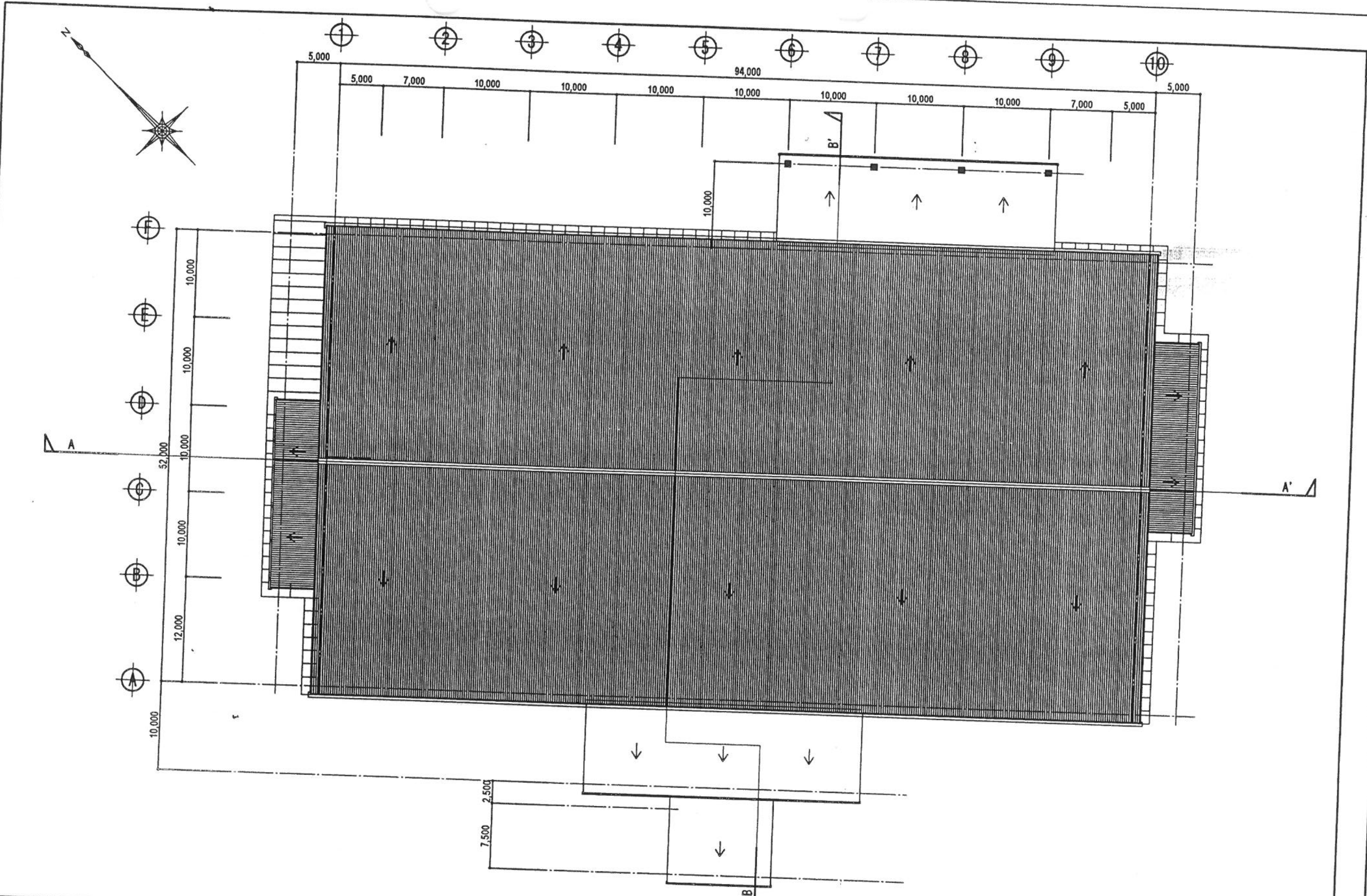


(D) ELEVATION

The Tokyo Enterprise Co., Ltd

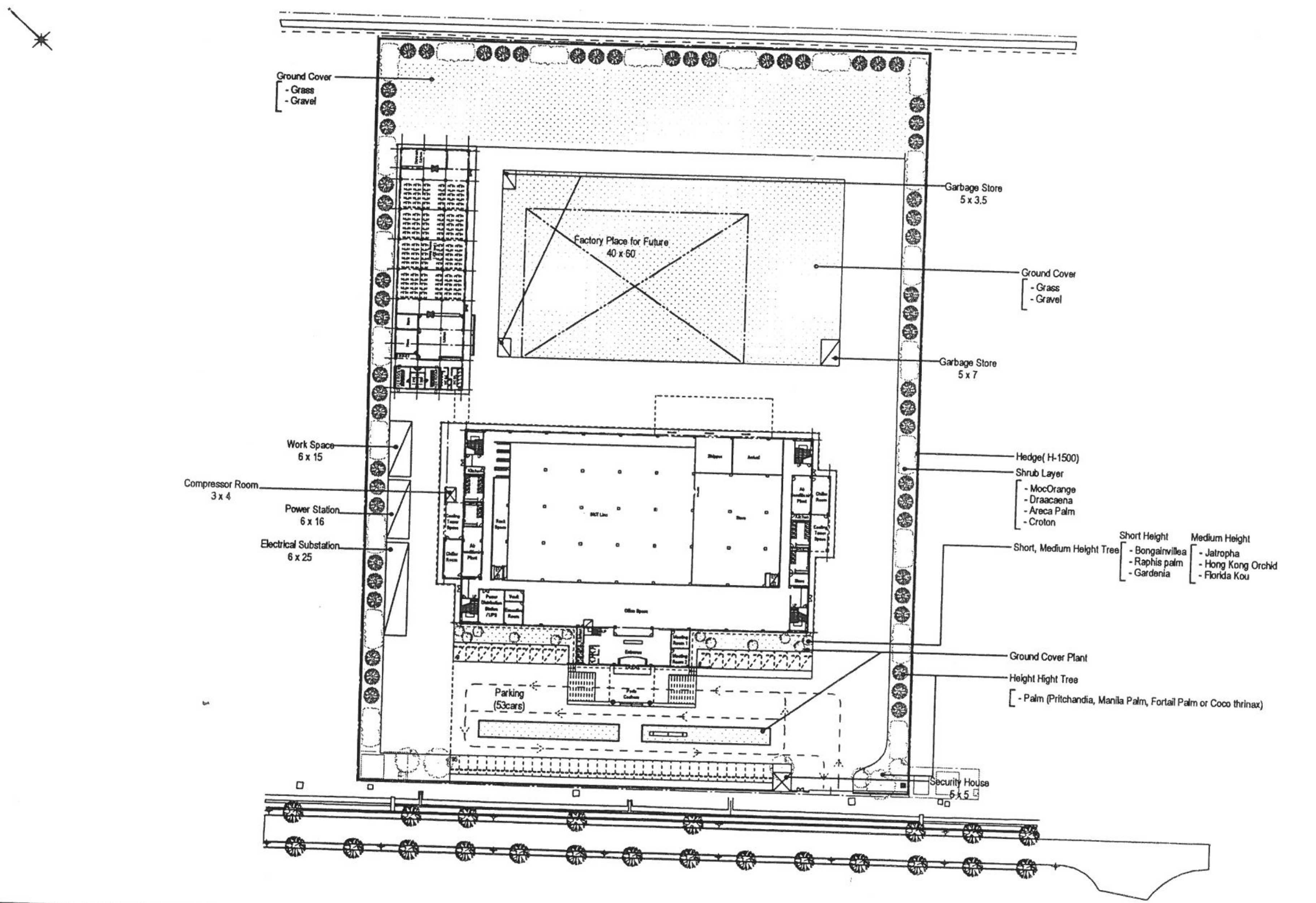
YANGON OFFICE
NO.32, Pyay Road, 6 miles,
Hlaing Township, Yangon, Myanmar
Tel.: 95-1-514388,502446,513101
Fax,:95-1-513102

Project : IIDA ELECTRONICS (MYANMAR) CO., LTD.	Approved by	MR. HANA	Date :	30/5/2013
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Title : (B) (D)ELEVATION	Drawn by	KANEDA	Drawing No.	"
			Rev. No.	"



The Tokyo Enterprise Co., Ltd	YANGON OFFICE NO.32, Pyay Road,6 miles, Hlaing Township, Yangon, Myanmar Tel.: 95-1-514388,502446,513101 Fax,:95-1-513102	Project : IIDA ELECTRONICS (MYANMAR) CO., LTD. Title : ROOF FLOOR PLAN	

Approved by	MR. HANA	Date :	30/5/2013
		Scale :	1 : 400
Drawn by	KANEDA	Drawing No.	"
		Rev. No.	"



The Tokyo Enterprise Co., Ltd

YANGON OFFICE
NO.32, Pyay Road,6 miles,
Hlaing Township, Yangon , Myanmar
Tel.: 95-1-514388,502446,513101
Fax.:95-1-513102

Project : IIDA ELECTRONICS (MYANMAR) CO., LTD.	Approved by	MR. HANA	Date :	30/5/2013
			Scale :	1 : 1000
Title : PLOT PLAN	Drawn by	KANEDA	Drawing No.	-
			Rev. No.	-

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့်ကုမ္ပဏီ

အီးဒါအီလက်ထရောနစ်(မြန်မာ) ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

နှင့်

သင်းဖွဲ့စည်းမျဉ်းများ

❖❖❖❖

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memoradum Of Association

AND

Articles Of Association

OF

IIDA ELECTRONICS (MYANMAR) **COMPANY LIMITED**

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

ဆီဒါအီလက်ထရောနစ်(မြန်မာ)ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

❖❖❖❖❖❖❖

၁။ ကုမ္ပဏီ၏အမည်သည် **ဆီဒါအီလက်ထရောနစ်(မြန်မာ)** ကုမ္ပဏီ လီမိတက် ဖြစ်ပါသည်။

၂။ ကုမ္ပဏီ၏ မှတ်ပုံတင် အလုပ်တိုက်သည် ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း တည်ရှိရမည်။

၃။ ကုမ္ပဏီ တည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များမှာ တစ်ဖက်စာမျက်နှာပါအတိုင်းဖြစ်ပါသည်။

၄။ အစုဝင်များ၏ ပေးရန်တာဝန်ကို ကန့်သတ်ထားသည်။

၅။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် ကျပ် **USD 10,000,000** /-(ကျပ် **USD TEN MILLION** တိတိ) ဖြစ်၍ငွေကျပ် **USD 10** /-(ကျပ် **USD TEN** တိတိ) တန် အစုရှယ်ယာပေါင်း (**1000000**) ခွဲထားပါသည်။ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင် တည်ဆဲဖြစ်နေသောတရားဥပဒေ အထွေထွေပဌာန်းချက်များနှင့်အညီ သင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့် အာဏာရှိစေရမည်။

စက်မှုလက်မှုနှင့် ထုတ်လုပ်မှုလုပ်ငန်းရည်ရွယ်ချက်

၁။ နိုင်ငံတော်အစိုးရကခွင့်ပြုထားသော အောက်ဖော်ပြပါကုန်ပစ္စည်းများကို ထုတ်လုပ်ခြင်း၊ စိုက်ပျိုးခြင်း၊ ကြိတ်ခွဲခြင်းနှင့် ပြုပြင်ခြင်း စသည့်လုပ်ငန်းများဆောင်ရွက်ရန်အတွက် မိမိတစ်ဦးတည်းဖြစ်စေ၊ မည်သည့်ပြည်တွင်းပြည်ပပုဂ္ဂိုလ်များနှင့် ဖက်စပ်၍ဖြစ်စေ လုပ်ကိုင်ရန်။

(က) လယ်ယာကိုင်းကျွန်းနှင့် ဥယျာဉ်ခြံမြေထွက် ကုန်ပစ္စည်းများကို စိုက်ပျိုးခြင်း၊ ထုတ်လုပ်ခြင်း၊ ရိတ်သိမ်းခြင်း၊ တာရှည်ခံအောင် ပြုပြင်ခြင်း၊ ထုပ်ပိုးခြင်း၊ ကြိတ်ခွဲခြင်းနှင့် ကုန်ထုတ်လုပ်ခြင်း။

(ခ) (ကျွန်းမှအပ) သစ်နှင့် သစ်တောထွက်ပစ္စည်းများအား (သက်ဆိုင်ရာဌာန၏ ခွင့်ပြုချက်ဖြင့်) ခုတ်လှဲခြင်း၊ ထုတ်ယူခြင်း၊ ခွဲစိတ်ခြင်း၊ ကုန်ထုတ်လုပ်ခြင်း၊ တာရှည်ခံအောင်ပြုပြင်ခြင်းနှင့် အသားသေစေခြင်း။

(ဂ) တိရစ္ဆာန်မွေးမြူခြင်းနှင့် တိရစ္ဆာန်ထွက်ကုန်ပစ္စည်းများအား ပြုပြင်ထုတ်လုပ်ခြင်း၊ စည်သွပ်ခြင်း၊

(ဃ) ရေထွက်ကုန်ပစ္စည်းများအား ဖမ်းယူခြင်း၊ တာရှည်ခံအောင် ပြုပြင်ခြင်း၊ ကြိတ်ခွဲခြင်း၊ စည်သွပ်ခြင်းနှင့် ပြုပြင်ထုတ်လုပ်ခြင်း။

(င) ဓာတ်မြေသြဇာ၊ ပိုးသတ်ဆေးနှင့် တိရစ္ဆာန်အစားအစာများ ထုတ်လုပ်ခြင်း။

(စ) လူသုံးကုန်ပစ္စည်းများ ထုတ်လုပ်ခြင်း။

(ဆ) အိမ်သုံးကုန်ပစ္စည်းများ ထုတ်လုပ်ခြင်း။

(ဇ) ယာဉ်နှင့် စက်ကိရိယာများ၊ အပိုပစ္စည်းများ ထုတ်လုပ်ခြင်း။

(ဈ) လက်မှုအနုပညာပစ္စည်းများ၊ ယွန်းထည်များနှင့် ပရိဘောဂများ ထုတ်လုပ်ခြင်း။

(ည) ဆောက်လုပ်ရေးပစ္စည်းများနှင့် သုတ်ဆေးများ ထုတ်လုပ်ခြင်း။

(ဋ) စက်ရုံသုံးပစ္စည်းများထုတ်လုပ်ခြင်း။

(ဌ) လျှပ်စစ်နှင့် အီလက်ထရောနစ်ကုန်ပစ္စည်းများ ထုတ်လုပ်ခြင်း။

(ဍ) အထည်အလိပ်နှင့် အဝတ်အထည်များ ထုတ်လုပ်ခြင်း။

(ဎ) အစိုးရ၏ ခွင့်ပြုချက်ဖြင့် သတ္တုများရှာဖွေခြင်း၊ တူးဖော်ခြင်း၊ ထုတ်လုပ်ခြင်း၊ ပြုပြင်ခြင်းနှင့် ထွက်ရှိသောကုန်ပစ္စည်းများကို ရောင်းချခြင်းလုပ်ကိုင်ရန်။

(ဏ) စာချုပ်ဖြင့် အီလက်ထရောနစ် အထောက်အကူပြု ပစ္စည်းများ ထုတ်လုပ်ခြင်း

၂။ အထက်ဖော်ပြပါလုပ်ငန်းများတွင် လိုအပ်သည့်စက်ကိရိယာများ၊ အပိုပစ္စည်းများ၊ ကုန်ကြမ်းပစ္စည်းများနှင့် အခြားသောပစ္စည်းများကို ပြည်ပမှတင်သွင်းရန်နှင့် ထွက်ရှိလာသောကုန်ချောများ၊ တစ်စိတ်တစ်ဒေသကုန်ချောများကို ပြည်တွင်းပြည်ပတွင် လက်လီလက်ကား ရောင်းချရန်။

၃။ ကုမ္ပဏီမှ သင့်လျော်လျောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန်အတွက် မည်သည့်ပုဂ္ဂိုလ်၊ စီးပွားရေးအဖွဲ့အစည်း၊ ကုမ္ပဏီ၊ ဘဏ် သို့မဟုတ် ငွေကြေးအဖွဲ့အစည်းထံမှမဆို ငွေချေးယူရန်။

ခြွင်းချက် ။ ကုမ္ပဏီသည် အထက်ဖော်ပြပါရည်ရွယ်ချက်များကို ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်း၌ဖြစ်စေ၊ အခြားမည်သည့် အရပ်ဒေသ၌ဖြစ်စေ၊ အချိန်ကာလအလိုက် တည်မြဲနေသောတရားဥပဒေများ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များက ခွင့်ပြုထားသည့် လုပ်ငန်းများမှအပ အခြားလုပ်ငန်းများကို လုပ်ကိုင်ဆောင်ရွက်ခြင်းမပြုပါ။ ထို့အပြင် ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်း၌ အချိန်ကာလအားလျော်စွာ တည်မြဲနေသည့် တရားဥပဒေပြဋ္ဌာန်းချက်များ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များနှင့်လျော်ညီသင့်တော်ခြင်း သို့မဟုတ် ခွင့်ပြုထားရှိခြင်းရှိမှသာလျှင် လုပ်ငန်းများကို ဆောင်ရွက်မည်ဟု ခြွင်းချက်ထားရှိပါသည်။

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့မှတ်တမ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
1.	INFLIGHT PRECISION INDUSTRIES LTD. Incorporated in Hong Kong, Unit B, 5/F Goldlion Holdings Center, 13-15 Yuen Shun Circuit, Shation N.T., Hong Kong		99998	
2.	IIDA ELECTRONICS(ISUSHO) CO., LTD. (Incorporated in Japan) 3-9-3 Sotlkanda, Chiyoda-Ku, Tokyo, Japan.		1	
3.	IIDA ELECTRONICS CO., LTD. (Incorporated in Hong Kong) Unit B, 5/F Goldlion Holdings Center, 13-15 Yuen Shun Circuit, Shatin N.T., Hong Kong Represented by (1) Mr.Nobuyuki Miyazaki	Japanese MT 0588347	1	

မြို့။ နေ့စွဲ၊ 2013 -ခုနှစ်၊ May လ၊ ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်၏ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

အီဒါအီလက်ထရော နစ်(မြန်မာ) ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့စည်းမျဉ်းများ

❖❖❖❖❖❖❖

၁။ ဤသင်းဖွဲ့စည်းမျဉ်းနှင့် လိုက်လျောညီထွေမဖြစ်သည့် စည်းမျဉ်းများမှအပ၊ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲ ပထမ ဇယားပုံစံ 'က' ပါစည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် သက်ဆိုင်စေရမည်။ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၁၇(၂)တွင် ဖော်ပြပါရှိသည့် မလိုက်နာ မနေရ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့်အစဉ်သဖြင့် သက်ဆိုင်စေရမည်။

အများနှင့်မသက်ဆိုင်သောကုမ္ပဏီ

၂။ ဤကုမ္ပဏီသည် အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီဖြစ်၍ အောက်ပါ သတ်မှတ်ချက်များသည် အကျိုးသက်ရောက်စေရမည်။

(က) ဤကုမ္ပဏီက ခန့်အပ်ထားသော ဝန်ထမ်းများမှအပ၊ ဤကုမ္ပဏီ၏ အစုရှင် အရေအတွက်ကို ငါးဆယ်အထိသာကန့်သတ်ထားသည်။

(ခ) ဤကုမ္ပဏီ၏အစုရှယ်ယာ သို့မဟုတ် ဒီဘင်ချာ သို့မဟုတ် ဒီဘင်ချာစတော့(ခ်) တစ်ခုခုအတွက်ငွေထည့်ဝင်ရန် အများပြည်သူတို့အား ကမ်းလှမ်းခြင်းမပြုလုပ်ရန် တားမြစ်ထားသည်။

မ,တည်ရင်းနှီးငွေနှင့် အစုရှယ်ယာ

၃။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် ကျပ် **USD 10,000,000** /-(ကျပ် **USD TEN MILLION** တိတိ)ဖြစ်၍ ငွေကျပ် **USD 10** /-(ကျပ် **USD TEN** တိတိ)တန် အစုရှယ်ယာပေါင်း (**1000000**) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင်တည်ဆဲဖြစ်နေသောတရားဥပဒေပြဋ္ဌာန်းချက်များနှင့်အညီ အထွေထွေသင်းလုံးကျွတ်အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့်အာဏာရှိစေရမည်။

၄။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေပါ ပြဋ္ဌာန်းချက်များကို မထိခိုက်စေလျက် အစုရှယ်ယာများသည် ဒါရိုက်တာများ၏ ကြီးကြပ်ကွပ်ကဲမှုအောက်တွင် ရှိစေရမည်။ ၎င်းဒါရိုက်တာများသည် သင့်လျော်သော ပုဂ္ဂိုလ်များအား သတ်မှတ်ချက်အခြေအနေ တစ်စုံတစ်ရာဖြင့် အစုရှယ်ယာများကို ခွဲဝေချထားခြင်း သို့မဟုတ် ထုတ်ရောင်းချခြင်း တို့ကိုဆောင်ရွက်နိုင်သည်။

၅။ အစုရှယ်ယာ လက်မှတ်များကို အထွေထွေမန်နေဂျာ သို့မဟုတ် ဒါရိုက်တာအဖွဲ့က သတ်မှတ်သည့် အခြားပုဂ္ဂိုလ်များက လက်မှတ်ရေးထိုး၍ ကုမ္ပဏီ၏ တံဆိပ် ရိုက်နှိပ် ထုတ်ပေးရမည်။ အစုရှယ်ယာ လက်မှတ်သည် ပုံပန်းပျက်ခြင်း၊ ပျောက်ဆုံးခြင်း၊ သို့မဟုတ် ပျက်စီးခြင်းဖြစ်ပါက အဖိုးအခဖြင့် ပြန်လည်အသစ်ပြုလုပ်ပေးမှုကို သော်လည်းကောင်း၊ ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆသော အခြားသက်သေခံ အထောက်အထား တစ်စုံတစ်ရာကို တင်ပြစေ၍သော်လည်းကောင်းထုတ်ပေးနိုင်သည်။ ကွယ်လွန်သွားသော အစုရှယ်ယာရှင်တစ်ဦး၏ တရားဝင်ကိုယ်စားလှယ်ကို ဒါရိုက်တာ များကအသိအမှတ်ပြုပေးရမည်ဖြစ်သည်။

၆။ ဒါရိုက်တာများသည် အစုရှင်များက ၎င်းတို့၏ အစုရှယ်ယာများအတွက် မပေးသွင်းရသေးသော ငွေများကို အခါအားလျော်စွာတောင်းဆိုနိုင်သည်။ အစုရှင်တိုင်းကလည်း ၎င်းတို့ထံတောင်းဆိုသည့် အကြိမ်တိုင်းအတွက် ဒါရိုက်တာများက သတ်မှတ်သည့်အချိန်နှင့်နေရာတွင် ပေးသွင်းစေရန် တာဝန်ရှိစေရမည်။ ဆင့်ခေါ်မှုတစ်ခုအတွက်အရစ်ကျ ပေးသွင်းစေခြင်း၊ သို့မဟုတ် ပယ်ဖျက်ခြင်း သို့မဟုတ် ရွှေ့ဆိုင်းခြင်းတို့ကို ဒါရိုက်တာများက သတ်မှတ်နိုင်သည်။

ဒါရိုက်တာများ

၇။ သင်းလုံးကျွတ် အစည်းအဝေးက တစ်စုံတစ်ရာ သတ်မှတ်ပြဋ္ဌာန်းမှု မပြုလုပ်သမျှ ဒါရိုက်တာများ၏ အရေအတွက်သည် (၂) ဦးထက်မနည်း (၁၀) ဦးထက်မများစေရ။
ပထမဒါရိုက်တာများသည် -
(၁) Mr.Nobuyuki Miyazaki
(၂) Mr.Yukiyoshi Komura
(၃) Mr.Hiroshi Matsuo
(၄)
(၅)

တို့ဖြစ်ကြပါသည်။

၈။ ဒါရိုက်တာများသည် ၎င်းတို့အနက်မှ တစ်ဦးကို မန်နေးဂျင်းဒါရိုက်တာ အဖြစ် အချိန်အခါအလိုက် သင့်လျော်သော သတ်မှတ်ချက်များ၊ ညဏ်ပူဇော်ခများဖြင့် ခန့်ထားရမည်ဖြစ်ပြီး အခါအားလျော်စွာ ဒါရိုက်တာအဖွဲ့က ပေးအပ်သော အာဏာများ အားလုံးကို ၎င်းကအသုံးပြုနိုင်သည်။

၉။ ဒါရိုက်တာတစ်ဦးဖြစ်မြောက်ရန် လိုအပ်သော အရည်အချင်းသည် ကုမ္ပဏီ၏ အစုရှယ်ယာ အနည်းဆုံး (–)စုကို ပိုင်ဆိုင်ခြင်းဖြစ်၍ ၎င်းသည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၈၅ ပါ ပြဋ္ဌာန်းချက်များကို လိုက်နာရန် တာဝန်ရှိသည်။

၁၀။ အစုရှယ်ယာများ လွှဲပြောင်းရန် တင်ပြချက်ကို မည်သည့် အကြောင်းပြချက်မျှ မပေးဘဲ ဒါရိုက်တာအဖွဲ့သည် ၎င်းတို့ပြည့်စုံ၍ ချုပ်ချယ်ခြင်းကင်းသော ဆင်ခြင်တွက်ဆမှုဖြင့် မှတ်ပုံတင်ရန် ငြင်းဆိုနိုင်သည်။

ဒါရိုက်တာများ၏ ဆောင်ရွက်ချက်များ

၁၁။ ဒါရိုက်တာများသည် ၎င်းတို့ သင့်လျော်သည် ထင်မြင်သည့်အတိုင်း လုပ်ငန်းဆောင်ရွက်ရန် တွေ့ဆုံ ဆွေးနွေးခြင်း၊ အစည်းအဝေး ရွှေ့ဆိုင်းခြင်း၊ အချိန်မှန်စည်းဝေးခြင်း၊ အစည်းအဝေးအထမြောက်ရန် အနည်းဆုံး ဒါရိုက်တာဦးရေသတ်မှတ်ခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။ ယင်းသို့ မသတ်မှတ်ပါက ဒါရိုက်တာနှစ်ဦးတက်ရောက်လျှင် အစည်းအဝေးထမြောက်ရမည်။ အစည်းအဝေးတွင် မည်သည့်ပြဿနာမဆို ပေါ်ပေါက်ပါက မန်နေးဂျင်းဒါရိုက်တာ၏ အဆုံးအဖြတ်သည်အတည်ဖြစ်ရမည်။ မည်သည့် ကိစ္စများကိုမဆို မဲခွဲဆုံးဖြတ်ရာတွင် မဲအရေအတွက် တူနေပါက သဘာပတိသည် ဒုတိယမဲ သို့မဟုတ် အနိုင်မဲကို ပေးနိုင်သည်။

၁၂။ ဒါရိုက်တာများ၏ အစည်းအဝေးကို မည်သည့်ဒါရိုက်တာကမဆို အချိန်မရွေး ခေါ်နိုင်သည်။

၁၃။ ဒါရိုက်တာအားလုံးက လက်မှတ်ရေးထိုးထားသော ရေးသားထားသည့်ဆုံးဖြတ်ချက်တစ်ရပ်သည် နည်းလမ်းတကျ ခေါ်ယူကျင်းပသော အစည်းအဝေးက အတည်ပြုသည့် ဆုံးဖြတ်ချက်ကဲ့သို့ပင် ကိစ္စအားလုံး အတွက် အကျိုး သက်ရောက်စေရမည်။

ဒါရိုက်တာများ၏ လုပ်ပိုင်ခွင့်နှင့်တာဝန်များ

၁၄။ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲဇယားပုံစံ (က)ပါ စည်းမျဉ်းအပိုဒ် ၇၁ တွင် ပေးအပ်ထားသော အထွေထွေ အာဏာများကို မထိခိုက်စေဘဲဒါရိုက်တာများသည် အောက်ဖော်ပြပါ အာဏာများ ရှိရမည်ဟု အတိအလင်း ထုတ်ဖော်ကြေညာသည်။ အာဏာဆိုသည်မှာ -

(၁) ဒါရိုက်တာများက သင့်လျော်သည်ဟုယူဆသော တန်ဖိုးနှင့်စည်းကမ်းများ၊ အခြေအနေများ သတ်မှတ်၍ ကုမ္ပဏီကရယူရန်အာဏာရှိသည့် မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆိုဝယ်ယူရန် သို့မဟုတ် အခြားနည်းလမ်းများဖြင့်ရယူပိုင်ဆိုင်ရန်အပြင် ကုမ္ပဏီကပိုင်ဆိုင်ခွင့်ရှိသောမည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆို သင့်တော်သောစည်းကမ်းချက်များ သတ်မှတ်၍ရောင်းချခြင်း၊ အငှားချခြင်း၊ စွန့်လွှတ်ခြင်း၊ သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ဆောင်ရွက်ခြင်းတို့ကို ပြုလုပ်ရန်။

(၂) သင့်လျော်သောစည်းကမ်းသတ်မှတ်ချက်များဖြင့်ငွေကြေးများကိုချေးငှားရန် သို့မဟုတ်အဆိုပါချေးငှား သော ငွေကြေးများကို ပြန်လည်ပေးဆပ်ရန်အတွက် အာမခံများထားရှိရန်အပြင်၊ အထူးသဖြင့် ဤကုမ္ပဏီ၏ ဒီဘင်ချာများ၊ ဒီဘင်ချာစတော့(ခ်)များ၊ ခေါ်ယူခြင်းမပြုရသေးသော ရင်းနှီးငွေများအပါအဝင် ယခုလက်ရှိ နှင့် နောင်ရှိမည့် ပစ္စည်းများအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ ထုတ်ဝေရန်။

(၃) ဤကုမ္ပဏီက ရယူထားသော အခွင့်အရေးများ သို့မဟုတ် ဝန်ဆောင်မှုများအတွက် အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ငွေကြေးအားဖြင့် ပေးချေရန်၊ သို့မဟုတ် အစုရှယ်ယာများ၊ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ဤကုမ္ပဏီ၏အခြားသော အာမခံစာချုပ်များကို ထုတ်ပေးရန်၊ ထို့အပြင် အဆိုပါ အစုရှယ်ယာများ ထုတ်ပေးရာ၌ ငွေအပြည့် ပေးသွင်းပြီးသော အစုရှယ်ယာအနေဖြင့် သော်လည်းကောင်း၊ တစ်စိတ်တစ်ဒေသ ပေးသွင်းပြီးသော အစုရှယ်ယာများ အနေဖြင့်သော်လည်းကောင်း သဘောတူညီသကဲ့သို့ ထုတ်ဝေပေးရန်နှင့် အဆိုပါ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ကုမ္ပဏီ၏ အခြားသော အာမခံ စာချုပ်များဖြင့် ထုတ်ဝေပေးရာ၌ ခေါ်ဆိုခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ဖြစ်စေ၊ ထိုကဲ့သို့မဟုတ်ဘဲဖြစ်စေ ထုတ်ပေးရန်။

(၄) ဤကုမ္ပဏီနှင့် ပြုလုပ်ထားသော ကန်ထရိုက်စာချုပ်များ၊ တာဝန်ယူထားသည့်လုပ်ငန်းများ ပြီးစီးအောင် ဆောင်ရွက်စေခြင်း အလို့ငှာခေါ်ယူခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းရပ်များ အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ပေါင်နှံ၍ သော်လည်းကောင်း၊ အပေါင်ပြု၍ သော်လည်းကောင်း သို့မဟုတ် အစုရှယ်ယာများအတွက် ငွေများ တောင်းခံခေါ်ယူ၍ သော်လည်းကောင်း ခွင့်ပြုရန် သို့မဟုတ် သင့်လျော်သည့်အတိုင်း ဆောင်ရွက်ရန်။

(၅) မန်နေဂျာများ၊ အတွင်းရေးမှူးများ၊ အရာရှိများ၊ စာရေးများ၊ ကိုယ်စားလှယ်များနှင့် ဝန်ထမ်းများကိုအမြဲ တမ်း၊ ယာယီ သို့မဟုတ် အထူးကိစ္စရပ်များအတွက်ခန့်ထားခြင်း၊ ရပ်စဲခြင်း၊ ဆိုင်းငံ့ခြင်းများအတွက်လည်း ကောင်း အဆိုပါ ပုဂ္ဂိုလ်တို့၏တာဝန်များ၊ အာဏာများ၊ လစာငွေများ၊ အခြားငွေကြေးများကို သတ်မှတ် ရာ၌လည်းကောင်း၊ အာမခံပစ္စည်းများ တောင်းခံရာ၌လည်းကောင်း သင့်လျော်သလိုဆောင်ရွက်ရန်၊ ထို့ အပြင် အဆိုပါကိစ္စရပ်များအတွက် ကုမ္ပဏီ၏ မည်သည့်အရာရှိကိုမဆို ကိစ္စရပ်အားလုံးကို ဖြစ်စေ၊ တစ်စိတ် တစ်ဒေသကိုဖြစ်စေ ဒါရိုက်တာများ၏ကိုယ်စား ဆောင်ရွက်နိုင်ရေးအတွက် တာဝန်လွှဲအပ်ရန်။

(၆) ဤကုမ္ပဏီ၏ ဒါရိုက်တာတစ်ဦးအား ဒါရိုက်တာရာထူးနှင့် တွဲဖက်၍ မန်နေဂျင်း ဒါရိုက်တာ၊ အထွေထွေ မန်နေဂျာ၊ အတွင်းရေးမှူး သို့မဟုတ် ဌာနခွဲ မန်နေဂျာအဖြစ် ခန့်ထားရန်။

(၇) မည်သည့် အစုရှင်ထံမှမဆို ၎င်းတို့၏ အစုရှယ်ယာများအားလုံးကို ဖြစ်စေ၊ အချို့အဝက်ကိုဖြစ်စေ စွန့်လွှတ်ခြင်းအား သဘောတူညီသောစည်းကမ်းများဖြင့် လက်ခံရန်။

(၈) ဤကုမ္ပဏီက ပိုင်ဆိုင်သော သို့မဟုတ် ပိုင်ဆိုင်ခွင့်ရှိသော သို့မဟုတ် အခြားအကြောင်းများကြောင့်ဖြစ်သော မည်သည့် ပစ္စည်းကိုမဆို ကုမ္ပဏီ၏ကိုယ်စား လက်ခံထိန်းသိမ်းထားရန်အတွက် မည်သည့်ပုဂ္ဂိုလ် သို့မဟုတ် ပုဂ္ဂိုလ်များကိုမဆို ခန့်ထားရန်နှင့် အဆိုပါ ယုံမှတ် အပ်နှံခြင်းများနှင့် ပတ်သက်၍ လိုအပ်သော စာချုပ်စာတမ်းများ ချုပ်ဆို ပြုလုပ်ရန်။

(၉) ဤကုမ္ပဏီ၏ အရေးအရာများနှင့် စပ်လျဉ်း၍ ဤကုမ္ပဏီက ပြုလုပ်သော သို့မဟုတ် ဤကုမ္ပဏီအပေါ် သို့မဟုတ် ဤကုမ္ပဏီ၏ အရာရှိများအပေါ် ပြုလုပ်သော တရားဥပဒေအရ စွဲဆို ဆောင်ရွက်မှုများကို တရားစွဲဆို၊ အရေးယူ၊ ခုခံကာကွယ်ရန် သို့မဟုတ် ခွင့်လွှတ်ရန်၊ ထို့အပြင် ဤကုမ္ပဏီက ရရန်ရှိသော ကြွေးမြီများနှင့် ဤကုမ္ပဏီအပေါ် တောင်းခံသော ကြွေးမြီများနှင့်ပတ်သက်၍ ပေးဆပ်ရန် အချိန်ကာလ ရွှေ့ဆိုင်းခွင့်ပြုခြင်း သို့မဟုတ် နှစ်ဦးနှစ်ဖက် သဘောတူ ကျေအေးခြင်းများ ပြုလုပ်ရန်။

(၁၀) ဤကုမ္ပဏီက ပေးရန်ရှိသော သို့မဟုတ် ရရန်ရှိသော ငွေတောင်းခံခြင်းများကို ဖြန်ဖြေရေး ခုံသမာဓိထံသို့ ဖြေရှင်းရန်အတွက် အပ်နှံရန်အပြင် ဖြန်ဖြေရေး ခုံသမာဓိ၏ ဆုံးဖြတ်ချက်အတိုင်း လိုက်နာဆောင်ရွက်ရန်။

(၁၁) ဤကုမ္ပဏီက ရရန်ရှိသောတောင်းဆိုချက်၊ တောင်းခံချက်များနှင့် ကုမ္ပဏီသို့ပေးရန်ရှိသော ငွေကြေးများအတွက် ပြေစာများ ပြုလုပ် ထုတ်ပေးခြင်း၊ လျှော်ပစ်ခြင်းနှင့် အခြားသောနည်းဖြင့်စွန့်လွှတ်ခြင်းများကို ပြုလုပ်ရန်။

(၁၂) လူမွဲစာရင်းခံရခြင်း၊ ကြွေးမြီး မဆပ်နိုင်ခြင်း ကိစ္စများနှင့် ပတ်သက်၍ ကုမ္ပဏီ၏ကိုယ်စား ဆောင်ရွက်ရန်။

(၁၃) ငွေလွှဲစာတမ်းများ၊ ချက်လက်မှတ်များ၊ ဝန်ခံကတိစာချုပ်များ၊ ထပ်ဆင့် လက်မှတ်ရေးထိုးခြင်းများ၊ လျှော်ပစ်ခြင်းများ၊ ကန်ထရိုက် စာချုပ်များနှင့်စာရွက်စာတမ်းများကို ကုမ္ပဏီ၏ကိုယ်စား မည်သူက လက်မှတ် ရေးထိုးခွင့်ရှိသည်ကို စိစစ်သတ်မှတ်ရန်။

(၁၄) ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆပါက သင့်လျော် လျှောက်ပတ်သောနည်းလမ်းများဖြင့် လတ်တလော အသုံးပြုရန် မလိုသေးသော ကုမ္ပဏီပိုင် ငွေများကို အာမခံပစ္စည်း ပါသည်ဖြစ်စေ၊ မပါသည်ဖြစ်စေ ရင်းနှီးမြှုပ်နှံထားရန်နှင့် စီမံခန့်ခွဲထားရန်။ ထို့အပြင် အချိန်ကာလအားလျော်စွာ မြှုပ်နှံထားသောငွေကို ပြန်လည်ရယူရန်နှင့် ပြင်ဆင်ပြောင်းလွှဲရန်။

(၁၅) ဤကုမ္ပဏီ၏ အကျိုးအတွက် ငွေကြေး စိုက်ထုတ် ကုန်ကျခံထားသော ဒါရိုက်တာ သို့မဟုတ် အခြား ပုဂ္ဂိုလ်များက ကုမ္ပဏီ၏ (လက်ရှိနှင့် နောင်တွင်ရှိမည်) ပစ္စည်းများကို ဤကုမ္ပဏီ၏ အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ ကိုယ်စားဖြစ်စေ ပေါင်နှံခြင်းကို သင့်လျော်သည်ဟု ယူဆပါက ဆောင်ရွက်ခွင့်ပြုရန်။ အဆိုပါ ပေါင်နှံခြင်းဆိုရာ၌ ရောင်းချနိုင်သည့် အာဏာနှင့် အခြားသော သဘောတူညီထားသည့် တရားဝင်သဘော တူညီချက်များနှင့် ဥပဒေပြဋ္ဌာန်းချက်များပါ ပါဝင်သည်။

(၁၆) ဤကုမ္ပဏီကခန့်အပ်ထားသော မည်သည့်အရာရှိသို့မဟုတ် ပုဂ္ဂိုလ်ကိုမဆို အတိအကျဆောင်ရွက်ခဲ့သည့်လုပ်ငန်း သို့မဟုတ် ဆောင်ရွက်မှုတစ်ခုအတွက် ရရှိသော အမြတ်ငွေမှ ကော်မရှင်ပေးခြင်း သို့မဟုတ် ကုမ္ပဏီ၏ အထွေထွေ အမြတ်အစွန်းမှ ခွဲဝေပေး ခြင်းများ ပြုလုပ်ရန်နှင့် အဆိုပါကော်မရှင်များ၊ အမြတ်များခွဲဝေပေးခြင်း စသည်တို့ကို ဤကုမ္ပဏီ၏လုပ်ငန်းကုန်ကျစရိတ် တစ်စိတ်တစ်ဒေသအဖြစ် သတ်မှန်ရန်။

(၁၇) ဤကုမ္ပဏီ၏လုပ်ငန်းများ၊ အရာရှိများ ဝန်ထမ်းများနှင့် အစုရှင်များအတွက် ထုတ်ပြန်ထားသော စည်းမျဉ်းများ၊ စည်းကမ်းချက်များ၊ စည်းကမ်းဥပဒေများကို အခါအားလျော်စွာ သတ်မှတ်ခြင်း၊ ပြင်ဆင်ခြင်း၊ ဖြည့်စွက်ခြင်းများ ဆောင်ရွက်ရန်။

(၁၈) ဤကုမ္ပဏီ၏လုပ်ငန်းအတွက် ဤကုမ္ပဏီ၏အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ကိုယ်စားဖြစ်စေ လိုအပ်သည်ဟု ယူဆလျှင် ညှိနှိုင်းဆွေးနွေးခြင်းနှင့် ကန်ထရိုက်စာချုပ် ချုပ်ဆိုခြင်းများကို ပြုလုပ်ရန်၊ ဖျက်သိမ်းရန်နှင့် ပြင်ဆင်ရန် အပြင် အဆိုပါ ဆောင်ရွက်ချက် စာချုပ်များနှင့် ကိစ္စရပ်များကိုလည်းကောင်း ၄င်းတို့နှင့် စပ်လျဉ်းသော ကိစ္စရပ်များကို လည်းကောင်း လုပ်ကိုင်ဆောင်ရွက်ရန်။

(၁၉) ဒါရိုက်တာများက သင့်လျော်လျှောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန်အတွက် မည်သည့် ပြည်တွင်းပြည်ပ ပုဂ္ဂိုလ်၊ စီးပွားရေး အဖွဲ့အစည်း၊ ကုမ္ပဏီ သို့မဟုတ် ဘဏ် သို့မဟုတ် ငွေကြေးအဖွဲ့အစည်းထံမှ မဆို ငွေချေးယူရန်။

အထွေထွေအစည်းအဝေးကြီးများ

၁၅။ ကုမ္ပဏီကိုဥပဒေအရ ဖွဲ့စည်းတည်ထောင်ပြီးသည့်နေ့မှ တစ်ဆယ့်ရှစ်လအတွင်း အထွေထွေသင်းလုံးကျွတ် အစည်းအဝေးကြီးကိုကျင်းပရမည်။ ထို့နောက် ဒါရိုက်တာအဖွဲ့က သတ်မှတ်ပေးသည့် အချိန်နှင့် နေရာများတွင် ပြက္ခဒိန်နှစ်တစ်နှစ်လျှင် အနည်းဆုံးတစ်ကြိမ် (နောက်ဆုံးကျင်းပသည့် အထွေထွေအစည်းအဝေးကြီးနှင့် တစ်ဆယ့်ငါးလထက်မပိုသည့်အချိန်၌) ကျင်းပရမည်။ သင်းလုံးကျွတ် အစည်းအဝေးစတင်၍ လုပ်ငန်းအတွက် ဆွေးနွေးချိန်တွင် အစည်းအဝေးအထမြောက်ရန် သတ်မှတ်သည့် အစုရှင်အရေအတွက် မတက်ရောက်သော မည်သည့်သင်းလုံးကျွတ် အစည်းအဝေးတွင်မဆို လုပ်ငန်းနှင့် ပတ်သက်၍ ဆုံးဖြတ်ဆောင်ရွက်ခြင်းမပြုရ။ ဤတွင်အခြားနည်း သတ်မှတ်ပြဋ္ဌာန်းခြင်းမရှိလျှင် ထုတ်ဝေထားသည့် မ,တည် ရင်းနှီးငွေ အစုရှယ်ယာများ၏ ငါးဆယ်ရာခိုင်နှုန်းထက်မနည်း ပိုင်ဆိုင်ကြသည့် (နှစ်ဦးထက်မနည်းသော) အစုရှင်များ ကိုယ်တိုင်တက်ရောက်လျှင် လုပ်ငန်းကိစ္စအားလုံး ဆောင်ရွက်ရန်အတွက် အစည်းအဝေးအထမြောက်သည့်ဦးရေ ဖြစ်သည်။ အကယ်၍ ကုမ္ပဏီတွင်အစုရှင်အရေအတွက် နှစ်ဦးတည်းသာရှိသည့် ကိစ္စတွင်မူ ထိုနှစ်ဦးတည်းသည်ပင်လျှင် အစည်းအဝေး အထမြောက်ရန် သတ်မှတ်သည့် အရေအတွက်ဖြစ်စေရမည်။

အမြတ်ဝေစုများ

၁၆။ သင်းလုံးကျွတ်အစည်းအဝေးတွင် ဤကုမ္ပဏီ၏ အစုရှင်များအား ခွဲဝေပေးမည့် အမြတ်ဝေစုကို ကြေညာရမည်။ သို့ရာတွင် အမြတ်ဝေစုသည် ဒါရိုက်တာများက ထောက်ခံသော ငွေပမာဏထက် မကျော်လွန်စေရ။ သက်ဆိုင်ရာနှစ်၏ အမြတ်ပမာဏ သို့မဟုတ် အခြားမခွဲဝေရသေးသည့် အမြတ်ပမာဏမှအပ အမြတ်ဝေစုကို ခွဲဝေမပေးရ။

ရုံးဝန်ထမ်းများ

၁၇။ ကုမ္ပဏီသည် လုပ်ငန်းရုံးတစ်ခုကို ဖွင့်လှစ်၍ ဆောင်ရွက်မည်ဖြစ်ပြီး အရည်အချင်း ပြည့်မီသူပုဂ္ဂိုလ်တစ်ဦးအား အထွေထွေမန်နေဂျာအဖြစ် ခန့်အပ်ရန်နှင့် အခြားအရည်အချင်း ပြည့်မီသူများအား ရုံးဝန်ထမ်းများအဖြစ် ခန့်အပ်မည်ဖြစ်သည်။ လစာ၊ ခရီးသွားလာစရိတ်နှင့် အခြားအသုံးစရိတ်များကဲ့သို့သော ဉာဏ်ပူဇော်ခများနှင့် အခကြေးငွေများကို ဒါရိုက်တာအဖွဲ့က သတ်မှတ်မည်ဖြစ်ပြီး ၎င်းသတ်မှတ်ချက်များကို သင်းလုံးကျွတ် အစည်းအဝေးက အတည်ပြုရမည်။ အထွေထွေမန်နေဂျာသည် လုပ်ငန်းရုံး၏ ထိရောက်စွာလုပ်ငန်း လည်ပတ်မှုအားလုံးအတွက် တာဝန်ရှိစေရမည်ဖြစ်ပြီး မန်နေဂျင်း ဒါရိုက်တာအားတာဝန်ခံ၍ ဆောင်ရွက်ရမည်။

ငွေစာရင်းများ

၁၈။ ဒါရိုက်တာများသည် သင့်လျော်သည့် ငွေစာရင်းစာအုပ်များကို အောက်ဖော်ပြပါ သတ်မှတ်ချက်များနှင့်အညီ ထားသိုထိန်းသိမ်း ဆောင်ရွက်ရမည်။

(၁) ကုမ္ပဏီ၏ ရငွေ၊ သုံးငွေများ၏ ပမာဏနှင့် ၎င်းရငွေ၊ သုံးငွေများ ဖြစ်ပေါ်ခြင်းနှင့် စပ်လျဉ်းသည့် အကြောင်းကိစ္စများ။

(၂) ကုမ္ပဏီ၏ ကုန်ပစ္စည်းများ ရောင်းချခြင်းနှင့် ဝယ်ယူခြင်းများ။

(၃) ဤကုမ္ပဏီ၏ ရရန်ပိုင်ခွင့်နှင့် ပေးရန်တာဝန်များ။

၁၉။ ငွေစာရင်းစာအုပ်အားလုံးကို ဤကုမ္ပဏီ၏ မှတ်ပုံတင်ထားသော လုပ်ငန်းရုံး သို့မဟုတ် ဒါရိုက်တာများက သင့်လျော်သည်ဟု ထင်မြင်ယူဆသော အခြားနေရာတွင် သိမ်းဆည်းထားရမည်ဖြစ်ပြီး၊ ရုံးချိန်အတွင်း၌ ဒါရိုက်တာများက စစ်ဆေးနိုင်ရန် ပြသထားရမည်။

စာရင်းစစ်

၂၀။ စာရင်းစစ်များကို ခန့်အပ်ထားရမည်။ ၎င်းစာရင်းစစ်များ၏ တာဝန်သည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ သို့မဟုတ် အခါအားလျော်စွာ ပြင်ဆင်သတ်မှတ်သည့် စည်းမျဉ်း စည်းကမ်းများနှင့် လိုက်လျောညီထွေ ဖြစ်ရမည်။

နို့တစ်စာ

၂၁။ ဤကုမ္ပဏီသည် မည်သည့်အစုရှင်ထံသို့မဆို နို့တစ်စာကို လက်ရောက်ပေးအပ်ခြင်း သို့မဟုတ် နို့တစ်စာပါသောစာကို စာတိုက်ခ ကြိုတင်ပေးထား၍ ၎င်းအစုရှင်ထံ မှတ်ပုံတင်လိပ်စာအတိုင်း စာတိုက်မှတစ်ဆင့် လိပ်မူ ပေးပို့ခြင်းအားဖြင့် ပေးပို့နိုင်သည်။

တံဆိပ်

၂၂။ ဒါရိုက်တာများသည် တံဆိပ်ကို လုံခြုံစွာထိန်းသိမ်းထားရန်အတွက် စီမံဆောင်ရွက်ရမည်။ ထိုတံဆိပ်ကို ဒါရိုက်တာများကကြိုတင်ပေးအပ်ထားသည့် ခွင့်ပြုချက်ဖြင့်မှတစ်ပါး၊ ထို့အပြင် အနည်းဆုံး ဒါရိုက်တာတစ်ဦး ရှေ့မှောက်တွင်မှတစ်ပါး မည်သည့်အခါမျှ မသုံးရ။ တံဆိပ်ရိုက်နှိပ်ထားသည့် စာရွက်စာတမ်းတိုင်းတွင် ထိုဒါရိုက်တာက လက်မှတ်ရေးထိုးရမည်။

လျော်ကြေး

၂၃။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေ ပုဒ်မ ၈၆ (ဂ) တွင် ဖော်ပြပါရှိသည့် ပြဋ္ဌာန်းချက်များ၊ လက်ရှိတရားဝင်တည်ဆဲဥပဒေပြဋ္ဌာန်းချက်များနှင့် မဆန့်ကျင်စေဘဲ ကုမ္ပဏီ၏ ဒါရိုက်တာ၊ စာရင်းစစ်၊ အတွင်းရေးမှူး သို့မဟုတ် အခြားအရာရှိ တစ်ဦးဦးမှာ မိမိ၏ တာဝန် ဝတ္တရားများကို ဆောင်ရွက်ရာ၌ဖြစ်စေ၊ ထိုတာဝန် ဝတ္တရားများနှင့် စပ်လျဉ်း၍ဖြစ်စေ ကျခံခဲ့ရသည့်စရိတ်များ၊ တောင်းခံငွေများ၊ ဆုံးရှုံးငွေများ၊ ကုန်ကျငွေများနှင့် ကြွေးမြီတာဝန်များအတွက် ကုမ္ပဏီထံမှ လျော်ကြေး ရထိုက်ခွင့်ရှိစေရမည်။

ဖျက်သိမ်းခြင်း

၂၄။ ကုမ္ပဏီ၏ အထွေထွေအစည်းအဝေး ဆုံးဖြတ်ချက်ဖြင့် ကုမ္ပဏီအား ဖျက်သိမ်းနိုင်သည်။ ယင်းသို့ ဖျက်သိမ်းရာတွင် မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေများနှင့် ယင်းဥပဒေများအား အခါအားလျော်စွာ ပြင်ဆင်ပြောင်းလဲထားသည့် တရားဥပဒေများတွင် ပါဝင်သည့် စည်းမျဉ်းများအတိုင်း လိုက်နာပြုလုပ်ရမည်။

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အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့စည်းမျဉ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့် အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည် ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
1.	INFLIGHT PRECISION INDUSTRIES LTD. Incorporated in Hong Kong, Unit B, 5/F Goldlion Holdings Center, 13-15 Yuen Shun Circuit, Shatien N.T, Hong Kong		99998	
2.	IIDA ELECTRONICS(ISUSHO) CO., LTD. (Incorporated in Japan) 3-9-3 Sotlkanda, Chiyoda-ku Tokyo, Japan .		1	
3.	IIDA ELECTRONICS CO., LTD. (Incorporated in Hong Kong) Unit B, 5/F Goldlion Holdings Center, 13-14 Yuen Shun Circuit, Shatin No.T., Hong Kong Represented by (1) Mr.Nobuyuki Miyazaki	Japanese MT 0588347	1	

ရန်ကုန်။ နေ့စွဲ၊ ၂၀ 2013 ခုနှစ် May လ၊ ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

OF

IIDA ELECTRONICS(MYANMAR) COMPANY LIMITED

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I. The name of the Company is IIDA ELECTRONICS(MYANMAR) COMPANY LIMITED.

II. The registered office of the Company will be situated in the Union of Myanmar.

III. The objects for which the Company is established are as on the next page.

IV. The liability of the members is limited.

V. The authorised capital of the Company is KUSD 10,000,000 (Kyats USD TEN [illegible] Only) divided into (1000000) shares of Rs. USD 10 /- (Kyats USD TEN Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

Objectives of Industry and Manufacturing

1. To carry on the business of manufacturing, growing, milling and preservation etc; of the following commodities permitted by the Government, either solely on its own or in Joint-Venture with any local or foreign partners.

(a) Growing, producing, harvesting, preserving, packing, milling and manufacturing of agricultural and farm products.
(b) Filling, extracting (with the permission from the authorities concerned) milling, manufacturing, preserving and seasoning of timber (excluding teak) and forest products.
(c) Livestock breeding, processing and canning of livestock products.
(d) Fishing, preserving, milling, canning and processing of marine products.
(e) Producing fertilizers, insecticides and animal feeds.
(f) Manufacturing of personal goods.
(g) Manufacturing of household goods.
(h) Manufacturing of vehicles, machineries and spares.
(i) Manufacturing of arts and crafts, lacquerwares and furniture.
(j) Manufacturing of construction materials and paints.
(k) Manufacturing of factory utencils.
(l) Manufacturing of electrical and electronic goods.
(m) Manufacturing of textile, garments, apparel and clothings.
(n) To carry on the business of exploration, exploitation, production, processing of minerals and marketing of its products with the permission of the Government.
(o) Manufacturing electric equipment and unit as manufacturing contract.

2. To import machinery, spare parts, raw materials and others necessary for those activities mentioned above and to sell wholesale and retail finished and semi-finished products locally and abroad.

3. To borrow money for the benefit of the Company's business from any person, firm, company, bank or financial organization in the manner that that Company shall think fit.

PROVISO : Provided that the Company shall not exercise any of the above objects whether in the Union of Myanmar or elsewhere, save in so for as it may be entitled so as to do in accordance with the Laws, Orders and Notifications in force from time to time and only subject to such permission and or approval as may be prescribed by the Laws, Orders and Notifications of the Union of Myanmar for the time being in force.

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No:	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of shares taken	Signatures
1.	INFLIGHT PRECISION INDUSTRIES LTD. Incorporated in Hong Kong, Unit B, 5/F Goldlion Holdings Center, 13-15 Yuen Shun Circuit, Shation N.T, Hong Kong		99998	
2.	IIDA ELECTRONICS(ISUSHO) CO., LTD. (Incorporated in Japan) 3-9-3 Sotlkanda, Chiyodo-ku, Tokyo, Japan.		1	
3.	IIDA ELECTRONICS CO., LTD. (Incorporated in Hong Kong) Unit B, 5/F Goldlion Holdings Center, 13-15 Yuen ShunCircuit, Shatin N.T, Hong Kong Represented by (1) Mr.Nobuyuki Miyazaki	Japanese MT 0588347	1	

Yangon Dated the day of May, 2013,

It is hereby certified that the persons mentioned above put their signatures in my presence.

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Articles Of Association

OF

IIDA ELECTRONICS (MYANMAR) COMPANY LIMITED

❖ ❖ ❖ ❖ ❖ ❖ ❖

1. The regulations contained in Table 'A' in the First Schedule to the Myanmar Companies Act shall apply to the Company save in so far as such regulations which are inconsistent with the following Articles. The compulsory regulations stipulated in Section 17 (2) of the Myanmar Companies Act shall always be deemed to apply to the Company.

PRIVATE COMPANY

2. The Company is to be a Private Company and accordingly following provisions shall have effect: -

   (a) The mumber of the Company , exclusive of persons who are in the employment of the Company, shall be limited to fifty.

   (b) Any invitation to the public to subscribe for any share or debenture or debenture stock of the Company is hereby prohibited.

CAPITAL AND SHARES

3. The authorised capital of the Company is Ks. USD 10,000,000 /- (Kyats USD TEN MILLION Only) divided into (1000000) shares of Ks. USD 10 /- (Kyats USD TEN Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

4. Subject to the provisions of the Myanmar Companies Act the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

5. The certificate of title to share shall be issued under the Seal of the Company, and signed by the General Manager or some other persons nominated by the Board of Directors. If the share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, and on such terms, if any, as to evidence and indemnity as the Directors may think fit. The legal representative of a deceased member shall be recognised by the Directors.

6. The Directors may, from time to time make call upon the members in respect of any money unpaid on their shares, and each member shall be liable to pay the amount of every call so made payable by instalments or may be revoked or postponed as the Directors may determine.

DIRECTORS

7. Unless otherwise determined by a General Meeting the number of Directors shall not be less than (2) and more than (10).

The First Directors shall be: -

(1) Mr.Nobuyuki Miyazaki
(2) Mr.Yukiyoshi Komura
(3) Mr.Hiroshi Matsuo
(4)
(5)

8. The Directors may from time to time appoint one of their body to the office of the Managing Director for such terms and at such remuneration as they think fit and he shall have all the powers delegated to him by the Board of Directors from time to time.

9. The qualification of a Director shall be the holding of at least (-) shares in the Company in his or her own name and it shall be his duty to comply with the provision of Section (85) of the Myanmar Companies Act.

10. The Board of Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares without assigning any reason.

PROCEEDINGS OF DIRECTORS

11. The Director may meet together for the despatch of business, adjourn and otherwise regulate their meeting as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined, two shall form a quorum. If any question arising at any meeting the Managing Director's decision shall be final. When any matter is put to a vote and if there shall be an equality of votes, the Chairman shall have a second or casting vote.

12. Any Director may at any time summon a meeting of Directors.

13. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed out at meeting of the Directors, duly called, held and constituted.

POWERS AND DUTIES OF DIRECTORS

14. Without prejudice to the general power conferred by Regulation 71 of the Table "A" of the Myanmar Companies Act, it is hereby expressly declared that the Directors shall have the following powers, that is to say power:-

(1) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at such price, and generally on such terms and conditions as they think fit; also to sell, lease, abandon or otherwise deal with any property, rights or privileges to which the Company may be entitled, on such terms and conditions as they may think fit.

(2) To raise, borrow or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or debentures stocks of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

(3) At their discretion, to pay for any rights acquired or services rendered to the Company, either wholly or partially in cash or in shares, bonds , debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up there on as may be agreed upon ; and any such bonds, debentures or other securities may be either specifically charged up on all or any part of the property of the Company and its uncalled capital or not so charged.

(4) To secure the fulfilment of any contract or engagement entered into by the Company by mortgage or charge upon all or any of the property of the Company and its uncalled capital for the time being or by granting calls on shares or in such manner as they may think fit.

(5) To appoint at their discretion, remove or suspend such Managers, Secretaries, Officers, Clerks, Agents and Servants for permanent, temporary or special services as they may from time to time think fit and to determine their duties and powers and fix their salaries or emoluments and to require security in such instances in such amount as they think fit and to depute any officers of the Company to do all or any of these things on their behalf.

(6) To appoint a Director as Managing Director , General Manager , Secretary or Departmental Manager in conjunction with his Directorship of the Company.

(7) To accept from any member on such terms and conditions as shall be agreed on the surrender of his shares or any part thereof.

(8) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust.

(9) To institute conduct, defend of abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due to or of any claims and demands by or against the Company.

(10) To refer claims and demands by or against the Company to arbitration and to observe and perform the awards.

(11) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Conpany.

(12) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.

(13) To determine who shall be entitled to sign bills of exchange, cheques, promissory notes zreceipts,endorsements,releases, contracts and documents for or on behalf of the Company.

(14) To invest,place on deposit and otherwise deal with any of the moneys of the Company not immediately required for the purpose thereof, upon securities or without securities and in such manners as the Directors may think fit, and from time to time vary or realize such investments.

(15) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future)as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.

(16) To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profit of the Company and such commission or share of profit shall be treated as part of the working expenses of the Company.

(17) From time to time, to make, vary and repeal bye- laws for the regulation of the business of the Company, the officers and servants or the members of the Company or any section thereof.

(18) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matter aforesaid or otherwise for the purposes of the Company.

(19) To borrow money for the benefit of the Company's business from any person, firm or company or bank or financial organization of local and abroad in the manner that the Directors shall think fit.

GENERAL MEETINGS

15. A general meeting shall be held within eighteen months from the date of its incorporation and thereafter at least once in every calendar year at such time (not being more than fifteen months after the holding of the last preceeding general meeting) and places as may be fixed by the Board of Directors. No business shall be transacted at any general meeting unless a quorum of members is presented at the time when the meeting proceeds to business, save as herein otherwise provided Member holding not less than 50 percent of the issued shares capital (not less than two members) personally present, shall form a quorum for all purposes. And if and when in the case of there are only two number of members in the Company, those two members shall form a quorum.

DIVIDENDS

16. The Company in general meeting may declare a dividend to be paid to the members , but no dividend shall exceed the amount recommended by the Directors .No dividends shall be paid otherwise than out of the profits of the year or any other undistributed profits .

OFFICE STAFF

17. The Company shall maintain an office establisment and appoint a qualified person as General Manager and other qualified persons as office staffs . The remunerations and allowances such as salaries , travelling allowances and other expenditures incidental to the business shall be determined by the Board of Directors, and approved by the general meeting .The General Manager shall be responsible for the efficient operation of the office in every respect and shall be held accountable at all times to the Managing Director.

ACCOUNTS

18. The Directors shall cause to be kept proper books of account with respect to:-

(1) *all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditures take place:*

(2) *all sales and purchases of goods by the Company ;*

(3) *all assets and liabilities of the Company.*

19. The books of account shall be kept at the registered office of the Company or at such other place as the Directors shall think fit and shall be opened to inspection by the Directors during office hours.

AUDIT

20. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Myanmar Companies Act or any statutory modifications thereof for the time being in force.

NOTICE

21. A notice may be given by the Company to any member either personally or sending it by post in a prepaid letter addressed to his registered address.

THE SEAL

22. The Directors shall provide for the safe custody of the Seal, and the Seal shall never be used except by the authority of the Directors previously given, and in the presence of one Director at least, who shall sign every instrument to which the Seal is affixed.

INDEMNITY

23. Subject to the provisions of Section 86 (C) of the Myanmar Companies Act and the existing laws, every Director, Auditor, Secretary or other officers of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of the duties or in relation thereto.

WINDING - UP

24. Subject to the provisions contained in the Myanmar Companies Act and the statutory modification thereupon, the Company may be wound up voluntarily by the resolution of General Meeting.

❖ ❖ ❖ ❖

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Articles of Association, and respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No:	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of shares taken	Signatures
1.	INFLIGHT PRECISION INDUSTRIES LTD. Incorporated in Hong Kong. Unit B, 5/F Goldlion Holdings Center, 13-15 Yuen Shun Circuit, Shation N.T, Hong Kong.		99998	
2.	IIDA ELECTRONICS(ISUSHO) CO., LTD. (Incorporated in Japan) 3-9-3 Sotlkanda, Chiyodo-ku Tokyo, Japan.		1	
3.	IIDA ELECTRONICS CO., LTD. (Incorporated in Hong Kong) Unit B, 5/F Goldlion Holdings Center, 13-15 Yuen Shun Circuit, Shatin N.T, Hong Kong Represented by (1) Mr.Nobuyuki Miyazaki	Japanese MT 0588347	1	

Yangon Dated the day of May, 2013

It is hereby certified that the persons mentioned above put their signatures in my presence.

IIDA ELECTRONICS (MYANMAR)

COMPANY PROFILE

Updated : 2013 / 7 / 30

Introduction

(1) IIDA ELECTRONICS (MYANMAR) Profile

(2) Why EMS in Myanmar?

(3) Forecast

(4) Our Strength -- SMT Line

(5) Our Strength -- Management & Quality

(6) Our Strength – Business Connection

(7) Production Flow

IIDA ELECTRONICS (MYANMAR) Profile

Iida Electronics (Tsusho) Co., Ltd. (Tokyo, Japan)

Inflight Precision Industries Ltd. (Hong Kong)

Manufacture Company

- Dongguan Inflight Electronic Co., Ltd. (Dongguan, China)
- **Iida Electronics (Myanmar) Co., Ltd. (Yangon, Myanmar)**

Trading Company

- Iida Electronics Co., Ltd. (Taipei)
- Iida Electronics(H.K.) Co., Ltd. (Hong Kong)
- Iida Precision Electron Co., Ltd. (Shanghai, China)
- Forward-Tech Electronics Co., Ltd. (Taipei)
- Fwd-Tech Int'l Ltd. (Shenzhen & Kunshan, China)
- Iida Electronics(S) Pte. Ltd. (Singapore)
- Iida Electronics(S) Pte. Ltd. (Kuala Lumpur, Malaysia)
- Iida-Seven Suns. Co., Ltd. (Bangkok, Thailand)
- Iida Korea Inc. (Seongnam, Korea)

IIDA ELECTRONICS (MYANMAR) Profile

Company	IIDA ELECTRONICS (MYANMAR) CO., LTD.
Location	Plot B-3 in Mingaladon Industrial Park, Yangon Site area: about 30,000 m2 Factory: about 10,000 m2 (as total floor area)
Total Investment	17,000,000 USD
Business Model	EMS (Electronics Manufacturing Service) Products electric equipment and unit as contract manufacturing Main customer are Japanese manufacture company (SHARP,CANON, etc)
Main Process	SMT (Surface Mounting Technology) Line Assembly Line

Production Model

Business of assemble electrical equipment model/unit



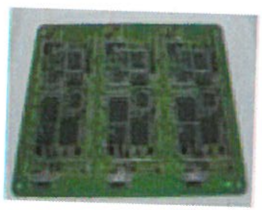
Example: Laser Receiver

We purchase component parts – cover, panel, connector, PCB, etc.
We assemble finished goods and ship them to customer.
Process is; assemble cover, screw clamp, connect cable, function check, etc.
We can also accept order only a part of model as unit production.
Our target production is information equipment.

In our other factory, we get order of mobile phone , hard disk, USB, etc.
Future, we will get order of such precise equipment for Myanmar factory, too.

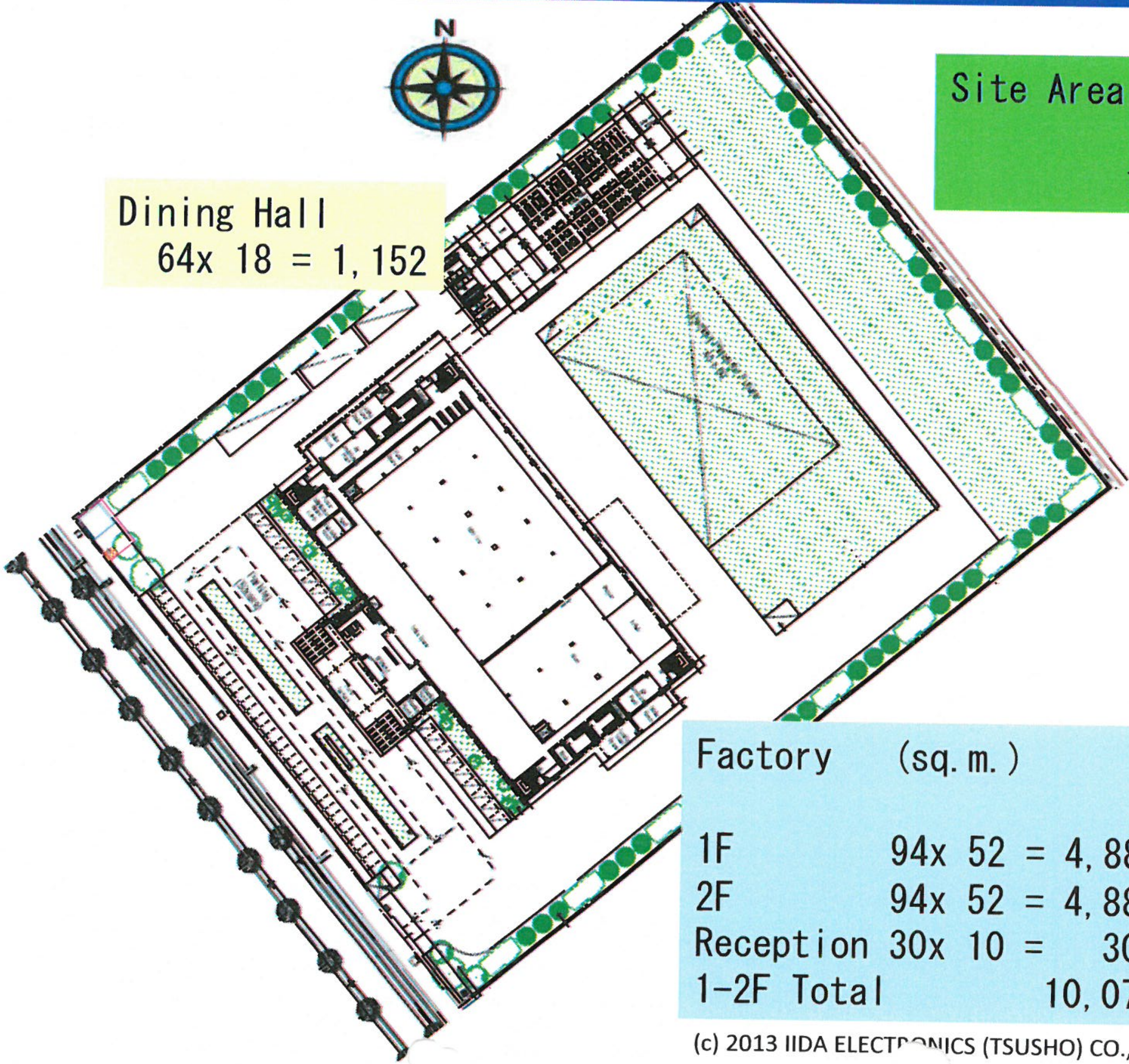
Business of SMT (PCB)

PCB



We purchase electronic parts – IC, register, condenser, board, etc.
We mount electronic parts on board by SMT machine.
We ship them as finished PCB to customer.
Final finished goods in customer is information equipment.
We also produce finished PCB for our assemble business as a part of process.

IIDA ELECTRONICS (MYANMAR) Profile



Site Area (sq. m.)

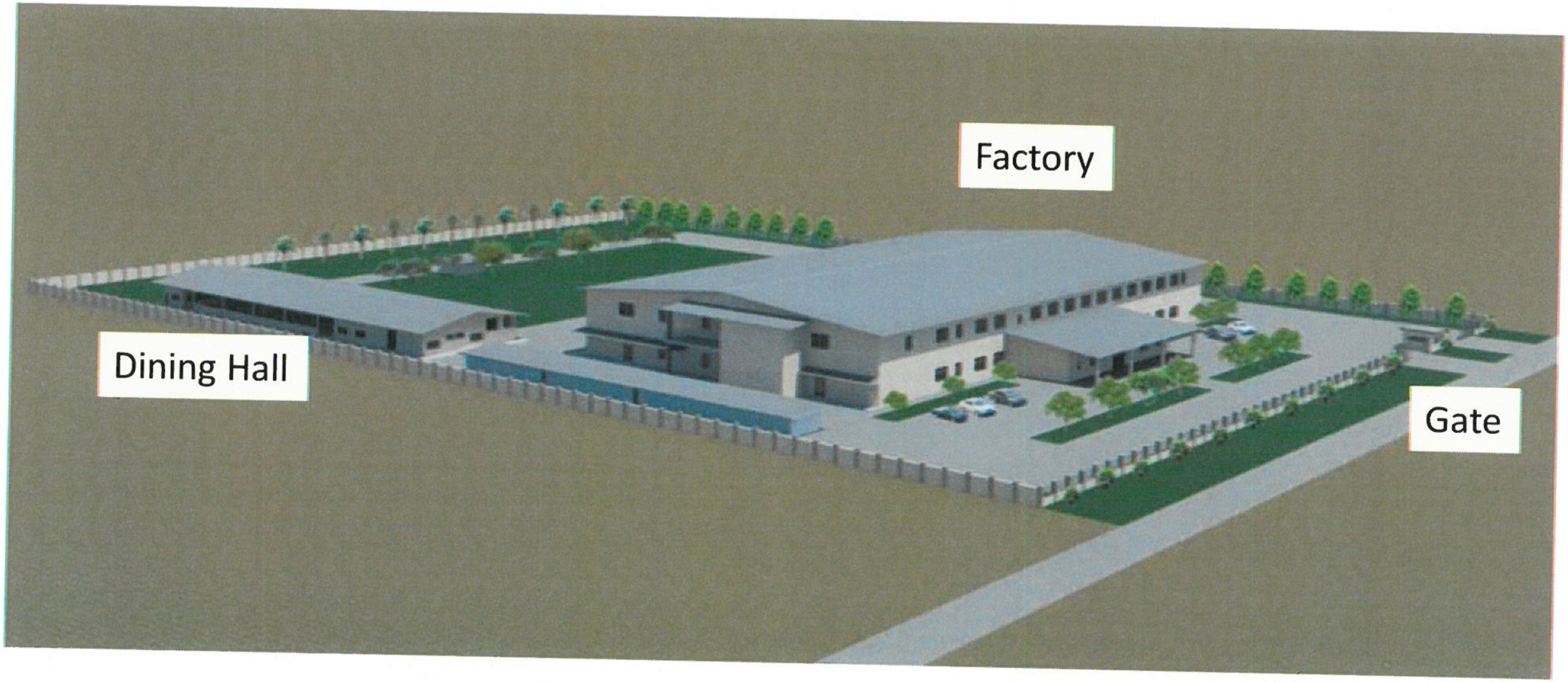
150x200 =30, 000

Dining Hall
64x 18 = 1, 152

Factory (sq. m.)

1F	94x 52 =	4, 888
2F	94x 52 =	4, 888
Reception	30x 10 =	300
1-2F Total		10, 076

IIDA ELECTRONICS (MYANMAR) Profile



Why EMS in Myanmar?

Role of EMS in society

EMS --- Electronics Manufacturing Service

Contributing region by hiring Myanmar people.
Contributing electronics company by supplying product with low cost.

We can Contribute Myanmar by

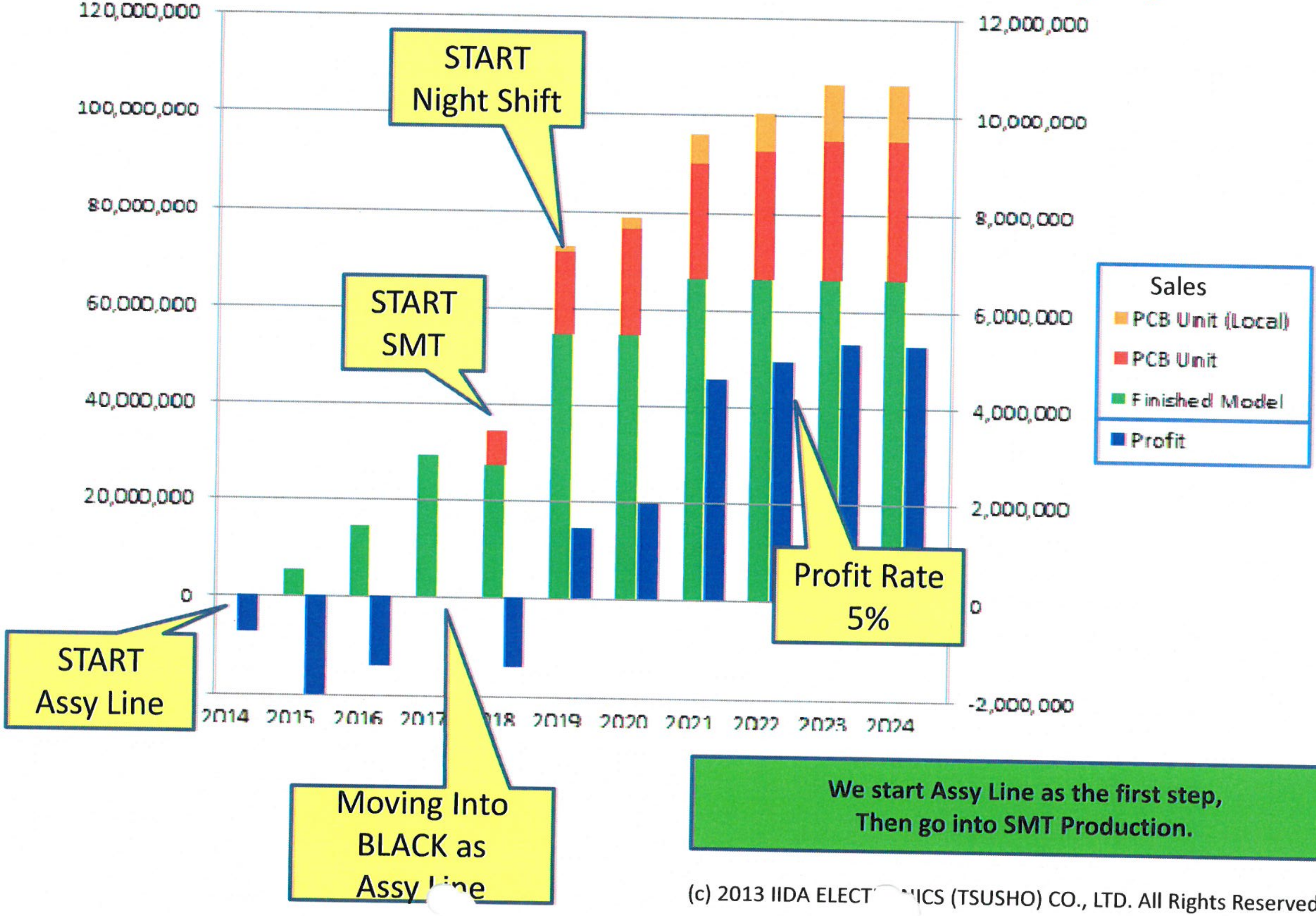
Hiring Myanmar people.
Raising the level of Myanmar people's production engineering skill.
Giving way to the emergence of electronics company.

As We product PCB Unit in Myanmar in advance,
Other factory are more easy to go into Myanmar later.

Our Company

We have a lot of experience as EMS company.
Our main products are advanced equipment, designed by Japanese maker.
Our SMT production level is very high.

Forecast (Sales & Profit)



We start Assy Line as the first step,
Then go into SMT Production.

Forecast (Number of Employee)

START Assy Line (2014) — START SMT (2018) — START Night Shift (2019)

Year	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Worker	13	66	132	198	217	431	432	512	513	514	514
Staff	13	22	25	27	45	73	73	73	73	73	73
Manager	8	8	8	8	11	12	12	12	12	12	12
Foreign Manager	3	3	3	3	5	5	5	5	5	5	5
Total	37	99	168	236	278	521	522	602	603	604	604

(1)We hire enough number of Manager at the first stage, then grow them for future's management.
(2)Hiring Worker and Staff in accordance with production scale.

Our Strength – SMT Line



This picture is our Chinese factory.

What is SMT machine?

to surface-mount electric parts on PCB (print circuit board)
It can mount with high speed - around 20 shot/second.

We are going to install 5 Line. (on business year 2018)

We have a lot of experience to handle SMT and related machine.

Our Strength – SMT Line

Our Standard Process of SMT Line.



Pasting Solder Cream
On PCB



Inspect Result of Paste



Mounting parts on PCB
By SMT machine



Reflow soldering



Image Inspection



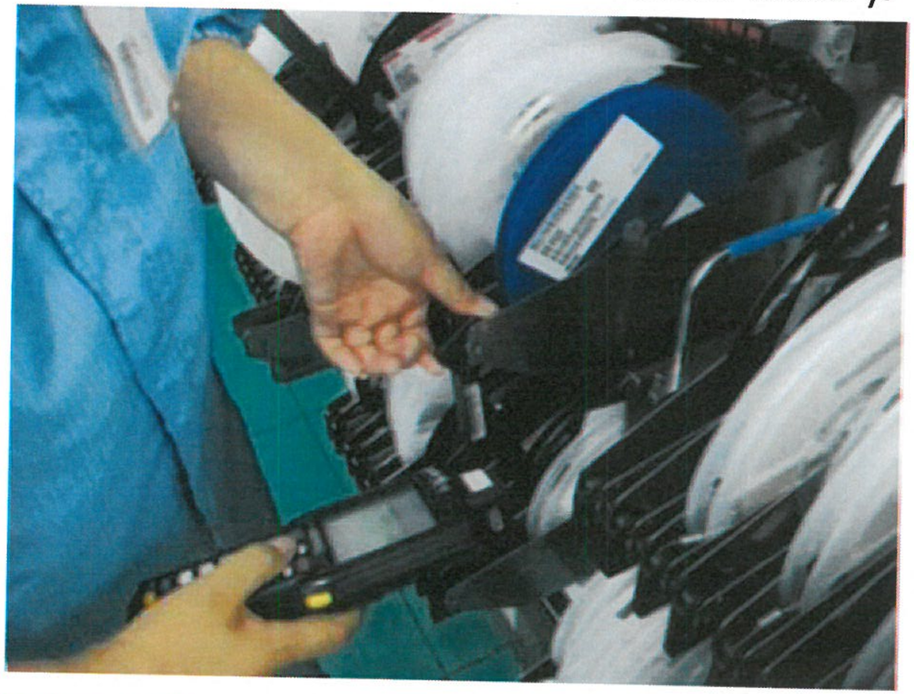
Inspect by Hand

Our Strength – Management & Quality

For Example...

These pictures are our Chinese factory.





Production Management by System

Example:

We scan barcode on parts when parts
Are delivered/supplied on warehouse.
We can know stock information real time.

Know-How & Experience for Production

Example:

After setting parts on SMT machine,
Worker verifies all parts to check
Whether their slot are correct or not.
It can reduce defective.

Our Strength – Management & Quality

For Example...

These pictures are our Chinese factory.





Environment Control

Example:

Temperature and Humidity are controlled
To keep certain range in production line.
Workers can also work
in good environment.

Training

Example:

We often train staff and workers.
It is important
not only for keeping high quality,
but also for raising member's level.

Our Strength – Business Connection

A Part of Business Connection



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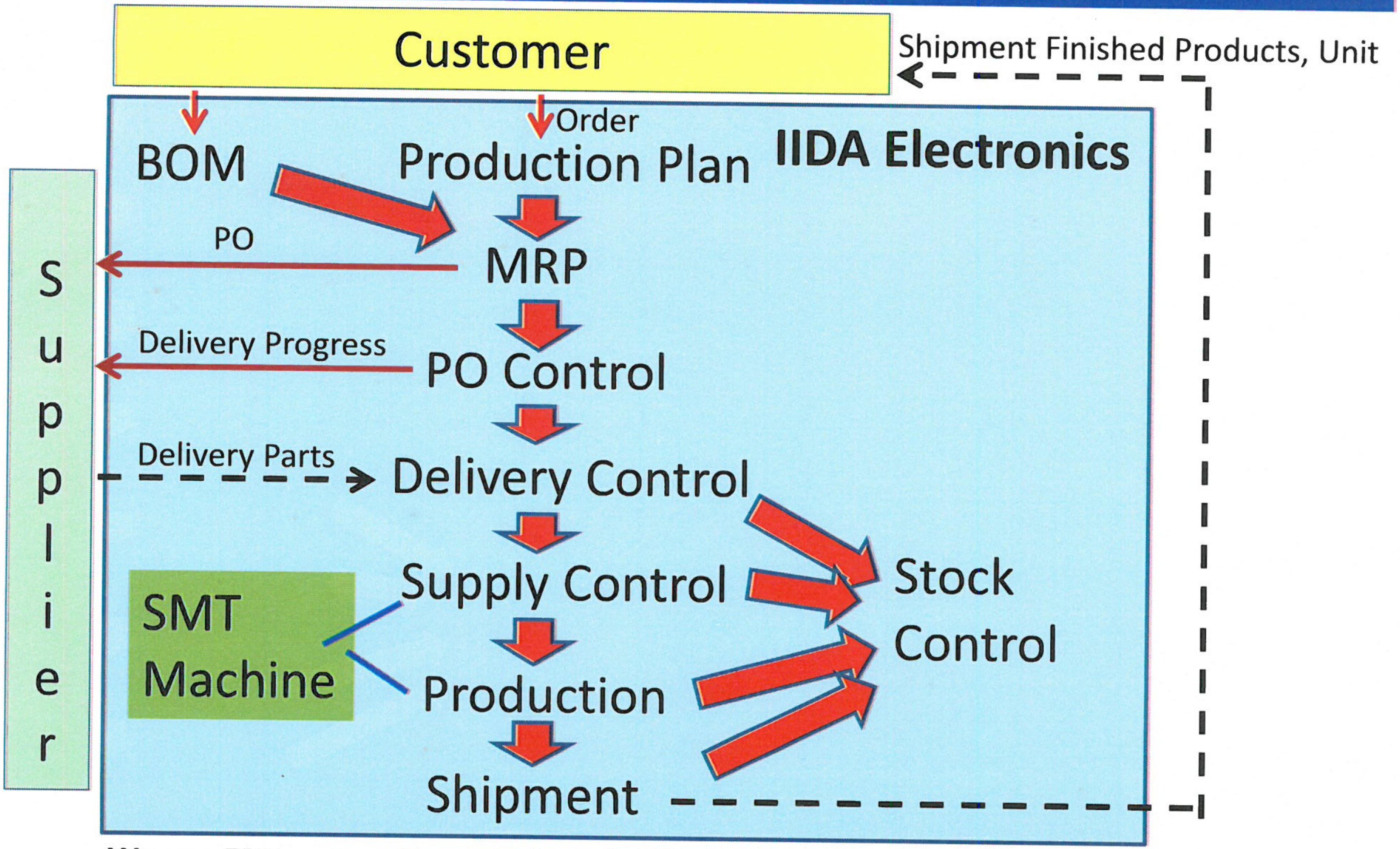
As electronics trading company in Japan,
We have a lot of business connection with healthy company.

We can go into new business supported by such good business partner.

Production Flow

Delivery Parts	Most parts are delivered from oversea suppliers. Suppliers and Parts are specified by customer.
SMT Process In case Selling PCB Unit	Using Mounter - SMT machine, Electronic parts are mounted on the board. Inspection is by image and function. Image inspection is not only by hand but also by equipment.
Assemble Process	Assembling electronic equipment from PCB and mechanism parts. Inspection is by appearance and function. Processing way is specified by customer.
Packaging Process	Packaging finished goods/Unit and store in warehouse.
Shipment	Finished goods/Unit are delivered to customer. Most our customer are Japanese companies.

Production Control Flow



We use ERP system to control production.
Main data are also exchanged to customer and supplier by electric data.